CITY OF TITUSVILLE

CITY COUNCIL

AGENDA

Regular Meeting

June 9, 2026 - 6:30 PM

Council Chamber at City Hall

555 South Washington Avenue, Titusville, FL 32796

Any person who decides to appeal any decision of the City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose, 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.

Applicants for land use and zoning related items are advised that the resumes of staff members who prepare applicable staff reports are on file in the City Clerk's Office.

The City desires to accommodate persons with disabilities. Accordingly, any physically handicapped person, pursuant to Chapter 286.26 Florida Statutes, should, at least 48 hours prior to the meeting, submit a written request to the chairperson that the physically handicapped person desires to attend the meeting.

## 1. CALL TO ORDER

## 2. INVOCATION

A. **Invocation**

Chaplain Brienne Robertson from the Titusville Fire Department will give the invocation.

## 3. PLEDGE OF ALLEGIANCE

## 4. APPROVAL OF MINUTES

A. **Minutes**

Approve the minutes of the regular City Council meetings on April 28, 2026 (5:30 p.m. - Presentation Meeting) and May 12, 2026.

## 5. SPECIAL RECOGNITIONS & PRESENTATIONS

A. **Urban Forestry Management Plan**

A representative from the Ecocene Environmental Group will give a presentation on the Urban Forestry Management Plan. No action is requested.

## 6. BOARDS AND COMMISSIONS

### A. Titusville Housing Authority

Reappoint one (1) regular member to the Titusville Housing Authority with a term to expire on May 31, 2030. The members are appointed by the Mayor with the approval of the City Council.

### B. Board of Adjustments and Appeals

Accept the resignation of Board of Adjustments and Appeals Alternate Member Nathan Rothell with an unexpired term that will expire on July 31, 2027. The resignation was effective May 19, 2026.

## 7. PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT (NON-AGENDA ITEMS)

## 8. CONSENT AGENDA

### A. Purchase of Solid Waste Vehicles

Approve the use of Florida Sheriff's Association Cooperative Purchasing Program, Contract # FSA25-VEH23.0 Heavy Trucks for the purchase of two automated side loaders and one front loader in the total amount of $1,212,045 to Nextran Truck Centers of Orlando, Florida.

### B. School Resource Officer (SRO) for 13 schools — Memorandum of Understanding (MOU)

Approve the Memorandum of Understanding (MOU) for school year 2026/2027 as written to provide a first line of defense at 13 school campuses and approve the associated budget amendment.

### C. Bullet Proof Grant Award

Approve and accept the Bulletproof Vest Grant in the amount of $12,273.80 and the associated budget amendment.

### D. Employee Benefits and Human Resources Consulting Services Agreement

Approve the Employee Benefits and Services Agreement with Acentria Public Risk in the amount not to exceed $75,000 annual fixed fee per year during an initial three (3) year term and renewable for two (2) optional one (1) year periods with price lock of $75,000 annually upon written mutual consent of the parties and authorize the Mayor to execute the contract subject to review and approval by Purchasing and Contracting, the City Manager and City Attorney.

### E. Save our Indian River Lagoon Interlocal Agreement

Approve the Interlocal Sales Tax Use and Distribution Agreement between Brevard County and participating municipalities related to the renewal of the Save Our Indian River Lagoon one-half cent infrastructure sales surtax, contingent upon voter approval of the surtax referendum.

F. **Fiscal Year (FY) 2026 Road Resurfacing Project Change Order #2**

Approve Change Order #2 to the Annual Resurfacing Contract with VA Paving of Cocoa, Florida, in the amount of $81,302.82 to adjust the contract to final project quantities. It is further recommended that City Council approve the associated budget amendment and authorize the Mayor to execute the change order.

G. **Special Event Road Closure - America 250! Semiquincentennial Parade**

Authorize the America 250! Semiquincentennial Parade special event's request contingent on approval of the temporary state road closure from Florida Department of Transportation (FDOT).

H. **Purchase of Property for Future Stormwater Infrastructure Upgrades**

Authorize staff the authority to bid at the public auction on parcel ID 22-35-20-AV-*-14.01 for future stormwater infrastructure upgrades. Additionally, approve the associated budget amendment for an amount not to exceed $40,000 for the successful bid.

## 9. ORDINANCES – SECOND READING, PUBLIC HEARING AND RELATED ACTION

A. **Community Development Block Grant (CDBG) 2026/2027 Annual Action Plan Final Public Hearing**

Conduct the final public hearing on the 2026/2027 draft Community Development Block Grant (CDBG) annual action plan and authorize the Neighborhood Services Director and/or Mayor to sign the grant application and certifications forms as required, for utilization of CDBG funds in the amount of $251,081.

B. **Ordinance No. 11-2026 - Aerospace and Light Manufacturing Ordinance**

Conduct the final reading and public hearing for the aerospace and light manufacturing Ordinance No. 11-2026.

Ordinance No. 11-2026, an ordinance of the City of Titusville, Florida, amending the Code of Ordinances relating to uses within the Planned Industrial Development (PID) zoning district to allow Childcare Facilities as a limited use and stand-alone parking structures as a limited use and to expand the definition of light manufacturing to include aerospace and defense related research and manufacturing by amending Sections 28-54 “Use Table”; 28-110 “Childcare Facility”; 28-154 “Parking Structures” and 28-210 “Light Manufacturing”; providing for severability, repeal of conflicting ordinances, incorporation into the code, (This item is a legislative item.)

**On June 3, 2026, the Planning and Zoning Commission recommended approval of the Aerospace and Light Manufacturing Ordinance with the following recommended changes to Section 28-110 Childcare Facility (c) (1) (a) A conditional use permit is not required when a childcare facility is approved as part of an approved *or existing PID or master plan when it is an accessory use to the principal use.* Also, recommended the following change to Section 25-154 Parking Structures (2) In the Planned**

**Development (PID) zoning district, parking structures may be approved as a part of an approved *or existing PID or master plan when it is an accessory use to the principal use.* The motion also approved the use of the definitions provided by Member Troutman to be included in the ordinance. Approved 7-0**

**THE FOLLOWING ITEMS ARE SUBJECT TO QUASI-JUDICIAL RULES OF PROCEDURE. ANYONE WISHING TO SPEAK ON AN ITEM MUST FIRST COMPLETE AN AGENDA SIGN-UP CARD AND SIGN THE OATH CONTAINED THEREON. THOSE SPEAKING IN FAVOR OF A REQUEST WILL BE HEARD FIRST. IF YOU HAVE PHOTOGRAPHS, SKETCHES, OR DOCUMENTS THAT YOU DESIRE FOR CITY COUNCIL TO CONSIDER, THEY MUST BE SUBMITTED INTO EVIDENCE AND WILL BE RETAINED BY THE CITY. SUBMIT THESE EXHIBITS TO THE CITY CLERK.**

C. **Conditional Use Permit (CUP) No. 6-2025 - River Palms II**

Find the request to be inconsistent with the Comprehensive Plan and Land Development Regulations (LDR); specifically, FLUE Policy 1.17.3, CME Objective 1.2, and Sections 30-63(e), 30-64(e), 30-64(g), 30-272 and 30-332 of the LDRs. As the date of the staff's report the application lacked the information necessary to determine consistency with the comprehensive plan and Code. On May 20, 2026, the applicant submitted an environmental report and a traffic statement. The City's staff has not had sufficient time to review the additional information. Enclosed is a memo from the City's legal office regarding the City's authority to regulate submerged land in the Indian River Lagoon, (This is a quasi-judicial item.)

**On May 20, 2026, the Planning and Zoning Commission recommended denial of the CUP for the following reasons: (1) [Comprehensive Plan Future Land Use Element] Shoreline Mixed Use Strategy 1.12.3.3 support moderate scale mixed-use development on US Highway 1 that benefits from proximity to the waterfront is not in compliance; (2) [Comprehensive Plan Future Land Use Element] Natural Resources Policy 1.17.3 Submerged Lands within the Indian River Lagoon shall only be utilized for water related development and specifically states marinas, docks, boats, and ramps which signify the intent of the code; (3) Questions that it meets the Coastal Management Element based on the evidence provided; and (4) As result of the applicants' actions, the land to the north becomes non-conforming, which is unacceptable.**

D. **Conditional Use Permit (CUP) No. 9-2025, Parcel ID # 21-35-28-00-279**

Consider the request for Conditional Use Permit to allow a convenience store at Parcel ID # 21-35-28-00-279, within the Community Commercial (CC) zoning district.

**On June 3, 2026, the Planning and Zoning Commission recommended tabling this item to their regular meeting on June 17, 2026, 7.0.**

## 10. ORDINANCES - FIRST READING

## 11. OLD BUSINESS

## 12. NEW BUSINESS

## 13. PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT (NON-AGENDA ITEMS)

## 14. MAYOR AND COUNCIL REPORTS

A. **Mayor's Report**

The Mayor will provide his individual report.

B. **Council Reports**

Council Members will provide their individual reports.

## 15. CITY MANAGER’S REPORT

A. **City Manager's Report**

The City Manager's Report is included in the agenda packet.

## 16. CITY ATTORNEY’S REPORT

A. **Update on Royal Oak Informal Mediation**

At the discretion of any Council Member

B. **Authorization for travel to 44th FMAA Annual Seminar in July**

Approve the travel authorization request.

# City of Titusville

"Gateway to Nature and Space"

REPORT

**To:** Members of the City Council

**From:** Thomas Abbate, City Manager

**Subject:** **Minutes**

**Department/Office:** City Clerk

**Recommended Action:**
Approve the minutes of the regular City Council meetings on April 28, 2026 (5:30 p.m. - Presentation Meeting) and May 12, 2026.

**Summary Explanation & Background:**

**Alternatives:**

**Item Budgeted:**

**Source/Use of Funds/Budget Book Page:**

**Strategic Plan:**

**Strategic Plan Impact:**

**ATTACHMENTS:**
1. Draft Minutes - April 28, 2026 (5:30 p.m.)
2. Draft Minutes - May 12, 2026

The City Council of the City of Titusville, Florida met in regular session in the Council Chamber of City Hall, 555 South Washington Avenue, Titusville, Florida 32796, on Tuesday, April 28, 2026. Mayor Connors called the City Council meeting to order at 5:30 p.m. Present were Mayor Andrew Connors, Vice-Mayor Herman A. Cole, Jr., Col USAF Retired, and City Council Members Jo Lynn Nelson, Megan Moscoso, and Dr. Sarah Stoeckel. Also present were City Manager Thomas Abbate, City Attorney Andriene Treasure, and City Clerk Wanda Wells.

Pre-recorded procedures for public comment, participation, and orderly conduct were played for all individuals that were in attendance or watching the meeting. Mayor Connors requested a moment of silence. He then led those present in the *Pledge of Allegiance to the Flag*.

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SPECIAL RECOGNITIONS & PRESENTATIONS

Employee of the Month – April 2026 – No action was requested. Community Development Director Brad Parrish highlighted the nomination that recognized Planner Tabitha Armstrong as the City's Employee of the Month for April 2026. Mayor Connors stepped away from the dais to congratulate Ms. Armstrong on being recognized for the award.

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Department Spotlight – City Clerk Department - No action was requested. City Clerk Wanda Wells presented the City Clerk's Office Department Spotlight video.

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Alternative Water Supply - No action was requested. Public Works Director Sandy Reller gave a presentation and highlighted information on the following:

- Identifying alternative water supply sources
- Reasons that an alternative water supply was needed
- Brackish groundwater/seawater desalination using reverse osmosis: advantages, challenges, and recommendations
- Reclaimed water and potable reuse: planning for expansion of reclaimed water reuse and recommendations
- Potable water aquifer storage and recovery (ASR): advantages, challenges, and recommendation
- Surface water and stormwater capture: advantages, challenges, and recommendations
- Titusville Environmental Commission recommendations and staff recommendations

Council discussion ensued on whether there were comparisons to other communities using the brackish water alternative method, ensuring quality water, conducting a feasibility study, Reverse Osmosis (R.O.), and steps required for Titusville to increase its consumptive use permit. The City needed to prove it was seeking alternatives and studies, upcoming meetings with the St. Johns River Water Management District, whether Titusville could benefit from studies performed by other nearby cities, costs in comparison to growth rate, Titusville's area and water quality was different than other areas, a feasibility study would be specific to the Titusville area, making a cost adjustment to a related change-order was presently unknown, desalination of groundwater was less expensive than desalination of ocean water, etc.

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Annual Sustainability Action Plan Update - No action was requested. Sustainability Planner Lily Galleo gave a presentation that highlighted the following information in the *2026 Sustainability Action Plan Annual Report*:

- Introduction
- Focus Areas
- 2025-2026 Projects
- Target Metrics

Brief Council discussion ensued on there were generally multiple projects supporting the goals of the *Sustainability Action Plan*, there was an indication the plan discussed or supported electric vehicles (E.V.) and solar power readiness, concerns for the rising cost of fuel, exploring the use of hybrid vehicles and natural gas, Legislative House Bill 1217 recently signed by Florida's Governor and how the bill pertained to procurement policies, etc.

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PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT (NON-AGENDA ITEMS) –

Stan Johnston commented on the City's Sustainability Action Plan and his concerns for fraud by various staff, the East Central Florida Regional Planning Council, budget fraud, etc.

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With no further business to discuss, the meeting adjourned at 6:13 p.m.

_____
Andrew Connors, Mayor

ATTEST:

_____
Wanda F. Wells, City Clerk

City Council
Regular Meeting
May 12, 2026

The City of Titusville City Council met in regular session on Tuesday, May 12, 2026, at Titusville City Hall, second floor, Council Chamber, 555 South Washington Avenue, Titusville, Florida 32796.

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Mayor Connors called the City Council meeting to order at 6:30 p.m. Those present in the Council Chamber included Mayor Andrew Connors, Vice-Mayor Herman Cole, Jr. Col USAF Retired and City Council Members Megan Moscoso and Dr. Sarah Stoeckel. Also present were City Manager Tom Abbate, City Attorney Andriene Treasure, and City Clerk Wanda Wells. Council Member Jo Lynn Nelson was absent. Sr. Administrative Assistant Emily Campbell completed the minutes.

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Pre-recorded procedures for public comment, participation, and orderly conduct were played for all individuals that were in attendance or watching the meeting.

Mayor Connors requested a moment of silence. Mayor Connors led those present in the *Pledge of Allegiance to the Flag*.

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APPROVAL OF MINUTES

City Manager Abbate advised the request was to approve the minutes of the regular City Council meeting on April 14, 2026

Motion: Vice-Mayor Cole moved to approve the minutes of the regular City Council meeting on April 14, 2026. Member Stoeckel seconded the motion. The motion carried unanimously.

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SPECIAL RECOGNITIONS & PRESENTATIONS

Proclamation – Safe Boating Week - The Mayor presented a proclamation recognizing May 16-22, 2026 as Safe Boating Week. No action was requested.

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Mayor Connors requested the Asset Manager's Review of the Internal Audit completed on March 12, 2026 and was included in the City Manager's Report be discussed after the agenda item under Boards and Commissions.

BOARDS AND COMMISSIONS

Titusville-Cocoa Airport Authority – City Mangager Abbate advised the request was to accept the resignation of Titusville-Cocoa Airport Authority Regular Member Kenneth Ward with an unexpired term that will expire on July 8, 2028. The resignation was effective May 4, 2026. City Manager Abbate advised there were no applications on file for consideration.

Stan Johnston stated that he was an engineer and surveyor. He stated that Kenneth Ward and his father were also surveyors. Mr. Johnston stated that he had previously worked with Kenneth Ward and was sorry that he was resigning from the board. Mr. Johnston expressed concern regarding who would fill the vacant position.

Motion: Member Moscoso moved to accept the resignation of Titusville-Cocoa Airport Authority Regular Member Kenneth Ward with an unexpired term that will expire on July 8, 2028. The resignation was effective on May 4, 2026. Vice-Mayor Cole seconded the motion. The motion carried unanimously.

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Asset Manager's Review of March 12, 2026 Internal Audit – City Manager Abbate reviewed the memo dated May 07, 2026 from our City Asset Manager, Chrissy Lake, reporting the findings in response to audit of Field Operations capital assets.

City Asset Manager Chrissy Lake stated that in response to the March 12, 2026 audit findings, an investigation into the Field Operations assets that were not located took place. Additionally, the assets that were physically located at Field ops but not identified on the Capital Asset Schedule were researched to determine if any actions were needed. City Asset Manager Chrissy Lake stated that during the investigation she went to Field Operations several times to physically verify information. Supporting information was found on Laserfiche and the City's shared drives, including previous city budgets, council agendas and auction results.

Of the Field Operations assets that were not initially located, eighteen of them have either been physically verified or paperwork validating their disposition was found. Thes eighteen assets were purchased from 05/31/1998 through 12/11/2024.

Internal Auditor Amelia Robinson reviewed the methodology of the internal audit. The methodology that was listed in the audit report stated that the capital asset records were reviewed and maintained by the Finance Department. Internal Auditor Amelia Robinson stated that she took the Finance Departments fixed asset records and did a physical verification of selected located items in the Field Operations facility. The fixed asset list was provided to the division on February 17, 2026 and the verification audit was completed on February 20, 2026.

City Asset Manager Chrissy Lake stated that going forward, she recommended that Finance provided Fleet with the asset numbers once assigned so that they would be incorporated into the city-wide fleet database. This would allow an additional method for cross-referencing and

verifying information during inventory or when sending items to auction. If feasible she recommended assigning asset numbers more frequently, to allow departments to have a better idea of their fixed assets and allow for more accurate physical inventories.

Member Moscoso stated that she would have liked to have seen the Asset Manager and the Internal Auditor verify their audit reports together. Member Moscoso stated that asset management controls had been weak in the past and that a significant amount of work had needed to be completed. Member Moscoso thanked both individuals for their work.

Member Stoeckel asked if city staff could use BS&A software now to complete reconciliation.

City Manager Abbate stated that City Council approved the $500,000 to upgrade BS&A and that upgrade included the asset management module.

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PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT (NONAGENDA ITEMS) –

Stan Johnston stated that he was a professional engineer and a land surveyor with an inactive license. Mr. Johnston stated that he was offering $50 to anyone that could find a professional engineer that disagreed with what he was doing. Mr. Johnston stated that for forty years, the city of Titusville adopted a plan to build dams in the City. He stated that he was not in support of dams in the City of Titusville.

Christopher Childs thanked Internal Auditor Amelia Robinson for the work she had completed. He stated that taxpayers deserved clarity regarding the internal audit and expressed support for the City conducting a forensic audit, as the Internal Auditor could not review every transaction for all departments.

Kathleen O'Rourke stated that she agreed with Christoper Childs and was in support of the addition of an Asset Manager for the City of Titusville. Ms. O'Rourke stated that the citizens were in support of a forensic audit.

Elizabeth Baker stated that she believed there was a failure in leadership and she was in support of a full forensic audit.

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CONSENT AGENDA

City Manager Abbate read Consent Agenda items A, B, C, D, E, F and G as followed:

A. Collective Bargaining Agreement between the International Association of Firefighters (IAFF), Local 2445 and the City of Titusville, October 1, 2025 through September 30, 2028 - Approve the successor agreement between the IAFF, Local 2445 and the City of Titusville, October 1, 2025, through September 30, 2028.

B. Collective Bargaining Agreement between the Florida State Lodge Fraternal Order of Police (FOP) Inc. representing Police Officer, Corporal, Sergeant and Dispatcher and the City of Titusville, October 1, 2025, through September 30, 2028 - Approve the successor agreement between the Florida State Lodge Fraternal Order of Police (FOP) Inc. representing Police Officer, Corporal, Sergeant and the City of Titusville, October 1, 2025, through September 30, 2028.

C. Collective Bargaining Agreement between the Florida State Lodge Fraternal Order of Police Inc. representing Lieutenants and the City of Titusville, October 1, 2025 through September 30, 2028. - Approve the Successor Agreement between the FOP representing the Lieutenants and the City of Titusville, October 1, 2025 through September 30, 2028.

D. Royal Oak Study Scope of Work - Approve Task Order # AECOM TO010 to AECOM not to exceed $77,510 to provide consulting services for the Royal Oak Re-development Strategies Report. Additionally, authorize the Mayor to execute Task Order # AECOMTO010. Additionally. approve the associated Budget Amendment to establish the project.

E. Resolution No. 11-2026 - Resolution of Commitment to Florida Main Street - Approve and execute Resolution No. 11-2026 of Commitment to Florida Main Street supporting the continued advancement and accreditation of Mainstreet-Titusville, Inc. through the Florida Department of State, Division of Historical Resources, Florida Main Street program.

F. Emergency Purchase Order - Traffic Control Devices, LLC - Approve the emergency purchase order issued to Traffic Control Devices, LLC, in the amount of $26,389 for the removal of the mast arms at the traffic signal located at SR50 and US1.

G. Purchase of Sun Valley Lots for Wellfield Protection - Authorize staff the authority to bid at the public auction on Sun Valley properties which are contiguous to other Sun Valley properties purchased by the City for its wellfield protection. Additionally, approve the associated budget amendment for an amount not to exceed $30,000 for successful bids.

Stan Johnston discussed Consent Agenda Item 8G - Purchase of Sun Valley Lots for Wellfield Protection. Mr. Johnston discussed the 1985 Freshwater Management Study. Mr. Johnston also discussed damns and the aquifer, etc.

Elizabeth Baker expressed concern regarding the Royal Oak Study conducted by AECOM. She stated that the former Water Resources Director, who had resigned, worked for AECOM and that she did not agree with that arrangement. Ms. Baker stated that the Royal Oak neighborhood had already suffered and that the city needed to prioritize accountability.

David Hobart stated that the Royal Oak Neighborhood did not support redevelopment. Mr. Hobart stated that the developer, rather than the City of Titusville, should pay for the Royal Oak Study Scope of Work

Toni Shifalo stated that she had the same concerns as the previous two speakers. She stated that she was not in support of AECOM's previous projects, etc. Ms. Shifalo stated that the citizens were not in support of redevelopment in the Royal Oak Neighborhood.

Earl Johnson stated that he saw the Request for Proposal (RFP) issued for the contract; however, he believed it was a sole-source contract because he did not see any competitive bids submitted. Mr. Johnson stated that AECOM had a good relationship with the lobbyist for the applicant or developer, which created a perception of pro-development bias. Mr. Johnson further stated that citizens had requested a workshop to provide input regarding priorities and conclusions.

Vickie Conklin discussed the proposed AECOM small area study of property in the Royal Oak Neighborhood. She expressed concerns about flooding, drainage, density, infrastructure and traffic. Ms. Conklin discussed a donation made to the YMCA by AECOM and a picture with a group of individuals including a lobbyist for Toulon, which raised her suspicion. Ms. Conklin requested that the City released the procurement documentation, the task order or the contract, the selection rationale and any conflict review materials related to the engagement.

Kathleen O'Rourke stated that she reviewed the AECOM Royal Oak Study Scope of Work. She stated that she had concerns regarding the proposed public involvement process. Ms. O'Rourke stated that, during the kickoff workshop, AECOM would present a summary of the preliminary scenario analysis and solicit feedback from the public and that during the second workshop, input would be gathered on the scenarios and feedback solicited regarding the recommended course of action. Ms. O'Rourke stated that she did not believe that process constituted true community participatory planning because meaningful public participation should occur before scenarios and recommendations were presented, not after.

Elizabeth Parker stated that she reviewed the AECOM Royal Oak Study Scope of Work and she was not in support of it. Ms. Parker stated that the subject property acted as a sponge for a five-hundred-acre basin that produced approximately 144 million gallons a year of fresh water for the City of Titusville. She stated that to satisfy a competent substantial study, the city needed to look at the hydrologic and hydrogeologic modeling that were not included in this city.

Dan Lewis stated that he was not in support of the AECOM Royal Oak Study Scope of Work. He also stated that he was not in support of the proposed Comprehensive Plan Amendment that would change the subject property from Recreational and Conservation to Low-Density Residential. Mr. Lewis stated that he was not in support of development.

Member Moscoso stated that she believed the intent behind the AECOM Royal Oak Study Scope of Work was to benefit the community. She confirmed that former City of Titusville Water Resources Director, who was currently employed by AECOM, would not be involved in the project. Member Moscoso stated that she supported portions of the study, including evaluating the feasibility of a stormwater or passive park and identifying potential funding sources for the City. However, she expressed concern regarding the City's repeated use of AECOM and Kimley-Horn for projects.

Member Moscoso asked whether the project had been issued through a Request for Proposals (RFP) process. Assistant City Manager Kevin Cook stated that the project fell under the City's master agreement for consulting services. He explained that five consultants were included under the contract, and that AECOM and Kimley-Horn were the only firms awarded contracts for the Public Works Department, while the remaining firms were utility-oriented consultants.

Member Moscoso discussed the $748,500.72 paid by the City to Geosyntec Consultants for consulting services related to the Stormwater Master Plan Flood Assessment. She suggested waiting for the results of that assessment before proceeding with the AECOM Royal Oak Study Scope of Work.

Member Stoeckel stated that the AECOM Royal Oak Study Scope of Work excluded off-site utility, stormwater, roadway improvements and environmental site assessments. She stated that those were key areas she wanted to have evaluated. Member Stoeckel further stated that she did not feel she could make a fully informed decision until she was more comfortable with the stormwater aspects of the project.

Mayor Connors stated that the City Council was listening to the Citizens when they denied the transmittal of CPA No. 2-2025 Gemini Lakes (Royal Oak) to the State of Florida's Land Planning Agency for review and directed staff to conduct a small area study to guide the redevelopment of the area, at the regular City Council meeting on February 10, 2026 at 6:30 p.m.. Mayor Connors stated that he did not support the AECOM Royal Oak Study Scope of Work.

Vice-Mayor Cole stated that agreed with Member Moscoso suggestion to wait until the results of the Stormwater Master Plan Flood Assessment, prior to this AECOM Royal Oak Study.

Motion: Member Stoeckel moved to approve Consent Agenda items A, B, C, E, F and G in accordance with recommendations. Vice-Mayor Cole seconded the motion. The roll call vote was:

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|---|---|
| Member Moscoso | Yes |
| Mayor Connors | Yes |
| Vice-Mayor Cole | Yes |
| Member Stoeckel | Yes |

The motion carried unanimously.

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Motion: Vice-Mayor Cole moved to deny Consent Agenda Item D – Royal Oak Study Scope of work and to not approve the Task Order # AECOM TO010 to AECOM not to exceed $77,510 to provide consulting services for the Royal Oak Re-development Strategies Report. Member Moscoso seconded the motion. The roll call vote was:

| | |
|---|---|
| Mayor Connors | Yes |
| Vice-Mayor Cole | Yes |
| Member Stoeckel | Yes |

Member Moscoso Yes

The motion carried unanimously.

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ORDINANCES – SECOND READING, PUBLIC HEARING AND RELATED ACTION

Public Purpose Variance (PPV) Application No. 1-2026, Singleton Tennis Courts 665 North Singleton Avenue – City Manager Abbate advised the request was to consider the requested variances to allow impervious surface coverage to exceed the maximum limits established within the Area of Critical Concern and potable water wellhead protection zones for property located at 665 North Singleton Avenue, Titusville, FL.

City Attorney Treasure read the *Quasi-judicial rules of Procedures*.

The Applicant, Michael Butcher, on behalf of Brevard County, was requesting several variances for the purpose of making improvements on County park property (known as the Singleton Tennis Courts) located at 665 North Singleton Avenue. The City of Titusville zoning district was Public (P) and was located in the Area of Critical Concern (ACC).

1. Section 30-207(a)(5), Area of Critical Concern Performance – To exceed the maximum impervious surface requirement of 40 percent within the area of critical concern, excluding publicly dedicated right-of-way and jurisdictional wetlands;

2. Section 30-207(a)(6)a, Area of Critical Concern Performance – To exceed the maximum impervious surface requirement of 20 percent for portions of the site located within 300 feet of an active municipal production well site; and

3. Section 30-207(a)(6)b, Area of Critical Concern Performance – To exceed the maximum impervious surface requirement of 25 percent for portions of the site located between 300 feet and 750 feet of an active municipal production well site.

It was recommended that City Council consider the requested variances to allow impervious surface coverage to exceed the maximum limits established within the Area of Critical Concern and potable water wellhead protection zones for property located at 665 North Singleton Avenue, Titusville, FL.

Community Development Director Brad Parrish reviewed the staff report. He stated that the property was zoned Public (P) and was bordered by a mix of public and residential zoning districts. Properties to the east were associated with Arthur Dunn Airpark and were zoned Public (P). To the west were residential properties within the Gardendale neighborhood, which were zoned Single-Family Residential (R-1B). The site also fronts North Singleton Avenue, a collector roadway that provides access to the surrounding residential area and adjacent public uses. The subject property consists of approximately 4.42 acres and was developed as an existing community park, owned by Brevard County. The area of proposed improvements encompasses approximately

1.43 acres within the larger parcel. The site was generally rectangular in shape and contained existing recreational facilities, including tennis and racquetball courts, with supporting open space and circulation areas.

Community Development Director Brad Parrish reviewed the criteria for a Public Purpose Variance. He stated that their were three variances for City Council to consider and Staff recommend approval of the requested Public Purpose Variance from Section 30-207(a)(5), Section 30-207(a)(6)(a), and Section 30-207(a)(6)(b) of the Land Development Regulations to allow increased impervious surface within the Area of Critical Concern. The project enhances public safety and functionality through improved access, circulation, and on-site amenities.

Member Stoeckel asked how many additional pickleball courts would be constructed on the property. Community Development Director Brad Parrish stated that the applicant had proposed four pickleball courts, improvements to the bathrooms to make them Americans with Disabilities Act (ADA) compliant, and improvements to the gravel driveway on the west side of the property. Overall, it was about 1.4 acres of land that would be improved.

David Hobart stated that he would like to see the proposed improvements included in the agenda packet. Mr. Hobart also stated that, although pickleball was currently popular, it was not worth sacrificing any green space or impacting the aquifer. Mr. Hobart stated that there were not many people using the existing tennis courts on the property and suggested converting one of the tennis courts into a pickleball court.

Stan Johnston stated that he supported the project and did not believe it would be detrimental. He also stated that the property was located within an area of critical concern that had been adopted as part of the 1985 Fresh Water Management Study. Mr. Johnston stated that the City of Titusville had not revised the areas of critical concern in the last forty years and he believed the study needed to be updated.

Mayor Connors asked why Brevard County wanted to build new pickleball courts instead of refurbishing or remodeling the existing tennis courts. He stated that, although the park was owned by Brevard County, it was located within the City of Titusville.

Ian Golden, Director of Brevard County Parks and Recreation, stated that when a service or amenity was removed, the County typically received pushback from the public. He stated that Brevard County Parks and Recreation had the funds and space available to add additional amenities.

David Tom, an engineer with Construction Engineering Group and representing the applicant, stated that the option of converting a tennis court into a pickleball court had been discussed, but it was decided against because the tennis courts were used by local high schools and the public for tennis tournaments. He also stated that a stormwater pond would be added to the property, along with an improved driveway and two additional handicapped parking spaces.

Mayor Connors asked if any trees were being removed to build the pickleball court.

David Tom, an engineer with Construction Engineering Group and representing the applicant, stated that no trees would be removed, but there was additional landscaping that would be added around the restroom.

Motion: Vice-Mayor Cole moved to approve Public Purpose Variance (PPV) Application No. 1-2026, Singleton Tennis Courts 665 North Singleton Avenue, Section 30-207(a)(5), Area of Critical Concern Performance – To exceed the maximum impervious surface requirement of 40 percent within the area of critical concern, excluding publicly dedicated right-of-way and jurisdictional wetlands, as recommended. Member Stoeckel seconded the motion. The roll call vote was:

| | |
|---|---|
| Vice-Mayor Cole | Yes |
| Member Stoeckel | Yes |
| Member Moscoso | Yes |
| Mayor Connors | Yes |

The motion carried unanimously.

xxx

Motion: Vice-Mayor Cole moved to approve Public Purpose Variance (PPV) Application No. 1-2026, Singleton Tennis Courts 665 North Singleton Avenue, Section 30-207(a)(6)a, Area of Critical Concern Performance – To exceed the maximum impervious surface requirement of 20 percent for portions of the site located within 300 feet of an active municipal production well site, as recommended. Member Stoeckel seconded the motion. The roll call vote was:

| | |
|---|---|
| Member Stoeckel | Yes |
| Member Moscoso | Yes |
| Mayor Connors | Yes |
| Vice-Mayor Cole | Yes |

The motion carried unanimously.

xxx

Motion: Vice-Mayor Cole moved to approve Public Purpose Variance (PPV) Application No. 1-2026, Singleton Tennis Courts 665 North Singleton Avenue, Section 30-207(a)(6)b, Area of Critical Concern Performance – To exceed the maximum impervious surface requirement of 25 percent for portions of the site located between 300 feet and 750 feet of an active municipal production well site, as recommended. Member Stoeckel seconded the motion. The roll call vote was:

| | |
|---|---|
| Member Moscoso | Yes |
| Mayor Connors | Yes |
| Vice-Mayor Cole | Yes |
| Member Stoeckel | Yes |

The motion carried unanimously.

xxx

ORDINANCES-FIRST READING – None.

xxx

OLD BUSINESS

Landscape Gateway Improvement Feasibility Study – City Manager Abbate advised the request was to provide direction on the task proposal from AECOM Technical Services, Inc for the Landscape Gateway Improvement Feasibility study in the amount of $78,700.

At the August 12, 2025, City Council meeting, Council authorized staff to evaluate the advisability of hiring a landscape consultant to assess landscaping throughout the City, focusing on City entryways, major corridors, rights-of-way, and medians on both State and City-maintained roads within City limits.

Staff engaged AECOM Technical Services, Inc. to provide a proposal for these services. The scope includes stakeholder meetings, site data collection and analysis, concept design development, and preparation of conceptual cost estimates.

The following locations have been identified for feasibility evaluation:

- Garden Street at US 1
- SR 50 at Barna Avenue
- SR 50 at US 1
- US 1 at Harrison Street
- US 1 at Country Club Drive
- US 1 at Knox McRae Drive
- Hopkins Avenue at US 1
- Hopkins Avenue at Knox McRae Drive
- Hopkins Avenue at SR 50
- Barna Avenue at Knox McRae Drive

Each intersection study area would extend approximately 200 feet or less in each direction. Evaluations would consider potential constraints such as overhead power lines, underground utilities, and limited right-of-way, which may impact feasibility. For locations determined to be feasible, concept plans and conceptual-level cost estimates would be developed.

The cost of the proposal was $78,700. Funding was not currently allocated in the existing fiscal year budget. Implementation of any recommended improvements would also require ongoing maintenance funding and potentially additional staffing resources.

Elizabeth Baker stated that it was a lot of money to spend when there were a lot of infrastructure issues in the City of Titusville. Ms. Baker stated that she wanted to confirm that the former City of Titusville Water Resources Director, who was currently employed by AECOM, would not be involved in the project.

Toni Shifalo discussed the marketing alliance firm hired by the City of Titusville to promote and brand the City and asked whether the firm had been able to complete the Landscape Gateway Improvement Feasibility Study. Ms. Shifalo stated that, on March 10, 2020, the Titusville City Council had approved a work order to Kimley-Horn in the amount of $25,180 to provide landscape design services for nine gateway locations, six of which were included in the proposal. Ms. Shifalo also discussed other related projects on which the City had spent money, etc.

David Hobart stated that he was confused about how the cost was similar to that of the Royal Oak Study Scope of Work. Mr. Hobart stated that it did not seem correct, since the property was smaller than the Royal Oak Study Scope of Work property.

Kathleen O'Rourke stated that she believed City Manager Abbate was supportive of public participation. Ms. O'Rourke also stated that she was unaware that the City's master agreement for consulting services included five consultants under contract and that AECOM and Kimley-Horn were the only firms awarded contracts for the Public Works Department, while the remaining firms were utility-oriented consultants.

Laurilee Thompson stated that the City had already spent a significant amount of money on two landscape gateway projects and that, after two months, she believed they looked worse than they had prior to the new landscaping. Ms. Thompson stated that the city did not have a strong track record of maintaining these projects once they were completed. Ms. Thompson further stated that she believed these funds should be used to plant more canopy trees in areas of the City that needed shade and trees.

Stan Johnston stated that Robin Fisher was a County Commissioner in 2012 and discussed how he got roads paved in Scottsmoor while he was a County Commissioner. Mr. Johnston also discussed damns in the City of Titusville and flooding in Titusville. Mr. Johnston stated that he was not in support of this project, etc.

Member Moscoso discussed the cost of the previously approved contract award to Earthscapes Unlimited Inc. in the amount of $566,173.63 for the construction of landscape gateway improvements for the City. Member Moscoso stated that the majority of the original plants had died. Member Moscoso expressed concern regarding the maintenance requirements associated with these types of projects and stated that she did not support moving forward with the item at this time.

Member Stoeckel stated that she was not in support of spending money to beautify the city if it could not be maintained. Member Stoeckel suggested that council tabled this item and discuss it more at the City Council Retreat Workshop on May 30, 2026.

Vice-Mayor Cole stated that he agreed with Member Stoeckel and suggested that the City explore a maintenance contract for these types of projects.

Mayor Connors also suggested tabling this item.

Motion: Vice-Mayor Cole moved to table this item to a future meeting following the budget workshops for Fiscal Year 2027. In addition, motion included discussing this item at the special City Council meeting (City Council Retreat Workshop) scheduled for Saturday, May 30, 2026 at 9 a.m. and will be held at the Parrish Medical Center (Conference Rooms) located at 951 North Washington Avenue, Titusville. Member Stoeckel seconded the motion. The motion carried unanimously.

xxx

NEW BUSINESS – None.

xxx

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT (NON-AGENDA ITEMS)

Darcia Bair discussed social media posts related to the City of Titusville and City staff. Ms. Bair stated that she was frustrated with the City's website and experienced difficulty using the City Charter and City Calendar.

xxx

MAYOR AND COUNCIL REPORTS

Mayor's Report – Mayor Connors provided his individual report.

No action items.

xxx

Council Reports –

Council provided their individual reports.

xxx

Member Moscoso stated that she wanted to thank Titusville Police Department Officer Vanzil for saving three individuals in the Indian River Lagoon.

xxx

Member Moscoso stated that she participated in a ride-along with the Titusville Police Department to observe the school zone cameras. Member Moscoso stated that approximately 14,000 warnings had been issued to drivers for speeding in school zones during the previous two months. Member Moscoso stated that she wanted to further educate the public regarding the school zone cameras.

xxx

Vice-Mayor Cole stated that he had worked closely with the Titusville Police Department and the Titusville Fire Department. He stated that the City had been losing a number of highly trained police officers to other communities because it was unable to compete with the salaries offered by agencies such as Brevard County, the City of Orlando, and the University of Central Florida.

Motion: Vice-Mayor Cole moved to direct staff and the City Attorney to prepare all necessary ballot language and legal documents related to the materials that were required to put a referendum before the voters of Titusville concerning increased funding dedicated solely to police and firefighter compensation.

City Attorney Treasure cautioned the City Council that, prior to making a decision of high magnitude such as placing an item on referendum, it should have been included as an agenda item so that the public could weigh in and have notice on it.

Based on Vice-Mayor Cole's request for Council to direct the staff and the City Attorney to prepare all necessary ballot language and legal documents related to the materials that are required to put a referendum before the voters of Titusville concerning increased funding dedicated solely to police and firefighter compensation, the City Attorney would complete research and provide a memorandum with the legal process. There was no vote to move forward with preparing necessary ballot language, etc.

xxx

City Managers Report – City Manager Abbate submitted his written report.

xxx

City Manager Abbate advised that Hope for North Brevard a non-profit agency was coordinating with the Concerned Citizens advocacy group and city staff at the Harriet T Moore Center to conduct a summer food program to deliver hot meals three times a week on Monday, Wednesday and Friday to school-age children starting on June 1st and running for six (6) weeks.

xxx

City Manager Abbate advised that the Historic Preservation Workshop would be held on May 28, 2026 at 5:30 p.m. at the Harry T. Moore Center located on South Deleon Avenue. This event would be hosted by the City of Titusville's Historic Preservation Board.

xxx

No additional action items.

xxx

City Attorneys Report – None.

xxx

With no further business to discuss, the meeting adjourned at 8:44 p.m.

_____
Andrew Connors, Mayor

ATTEST:

_____
Wanda F. Wells, City Clerk

# City of Titusville

"Gateway to Nature and Space"

REPORT

**To:** Members of the City Council

**From:** Thomas Abbate, City Manager

**Subject:** **Urban Forestry Management Plan**

**Department/Office:** Planning

**Recommended Action:**

A representative from the Ecocene Environmental Group will give a presentation on the Urban Forestry Management Plan. No action is requested.

**Summary Explanation & Background:**

**Summary**

The Urban Forestry Management Plan is structured around a 20-year planning horizon, with implementation broken into 5-year operational cycles. The planning horizon conveys the need for sustained commitment, while the operational cycle supports near-term priorities, progress tracking, and adaptability. If accepted by City Council, the staff will refer to the plan as part of the regular budget process and propose actions for implementation when and where feasible.

**Background**

In 2022, the City coordinated with the University of Florida on recommended urban forestry benchmarking efforts, including assessing existing canopy coverage. By 2023, the City had published its first benchmarking assessment. In the same year, the Council adopted the Sustainability Action Plan (SAP) with goals and actions related to urban forestry and tree canopy management. SAP Strategy 2.1.2 calls for the City to develop an Urban Forestry Management Plan to manage tree infrastructure and canopy. In 2024, the City secured a grant from the Florida Department of Agriculture and Consumer Services to develop an Urban Forestry Management Plan. In 2025, the City contracted Eocene Environmental Group of West Des Moines, Iowa, to begin work on the plan.

**TEC Recommendations**

On April 30, 2026, the TEC and attending citizens provided feedback on the initial draft plan presented by the Eocene. On May 13, 2026, the TEC recommended the City Council establish a line item from the Landscape Trust Fund specifically to fund implementation of the Urban Forestry Management Plan. The recommendation included hiring an urban forester and to conduct tree plantings. The TEC further recommended City Council approve and implement the plan. The TEC qualified this recommendation

by emphasizing the need for further corrections in the future.

**Alternatives:**

- Accept the urban forest plan.
- Accept the urban forest plan with TEC's recommendations.
- Do not accept the urban forest.

**Item Budgeted:**

**Source/Use of Funds/Budget Book Page:**

**Strategic Plan:**
SAP 2.1.2 - Develop an Urban Forestry Management Plan to manage tree infrastructure and canopy

**Strategic Plan Impact:**
Fulfills the requirement for SAP 2.1.2

**ATTACHMENTS:**
1. Urban Forestry Management Plan Presentation

CITY OF TITUSVILLE

# Urban Forest Management Plan

*Final Draft Presentation*

June 9, 2026
Eocene Environmental Group



*Funded in part through a USDA Forest Service grant administered by the Florida Department of Agriculture and Consumer Services (FDACS)*

# WHAT IS THIS PLAN?

### 20-Year Horizon

With 5-year implementation cycles + full review at Year 5

### Citywide Scope

All public and private trees within Titusville's municipal boundary

### Community-Driven

Survey, FlashVote, vision workshop,
public vote, and TEC review

### Grant-Funded

FDACS Urban & Community Forestry grant

Titusville has sustained its commitment to the urban forest for over 25 years through Tree City USA designation, the Public Landscape Trust Fund, and a tree protection ordinance. This UFMP builds on that foundation – providing a structured framework for managing trees as a measurable community asset.

# ALIGNMENT WITH CITY PLANS

The UFMP was designed to support and build upon existing City planning efforts. Where alignment is strong, the plan provides implementation pathways. Where gaps exist, it includes specific recommendations to achieve consistency.

### Sustainability Action Plan (2023)

Goal 2 directly called for this UFMP. The plan is its primary implementation vehicle.

**Strong**

### Comprehensive Plan (2018)

Conservation Element Objective 1.2 requires preservation of trees and native vegetation.

**Strong**

### Community Redevelopment Plan (2022)

Objective 5.2.1.6 calls for street trees and canopy cover; tree preservation incentives are aligned.

**Strong**

### Natural Resources Plan (2025)

Recommended establishing and funding an urban forestry program. The UFMP fulfills that recommendation.

**Strong**

### Multimodal Master Plan (2019)

Street tree and right-of-way planting goals directly support trail and corridor landscaping objectives.

**Complementary**

### Stormwater Utility Program (Ongoing)

Tree box infrastructure shows existing City investment. UFMP expands tree-stormwater integration.

**Complementary**

### Neighborhood and Corridor Plans (Various)

UFMP canopy growth and priority planting areas are spatially coordinated with corridor strategies.

**Complementary**

# TITUSVILLE'S URBAN FOREST AT A GLANCE

## 44.0%

**Current Canopy Cover**

Tracked against 3-30-300 benchmarks over time

## $6M

**Annual Ecosystem Benefits**

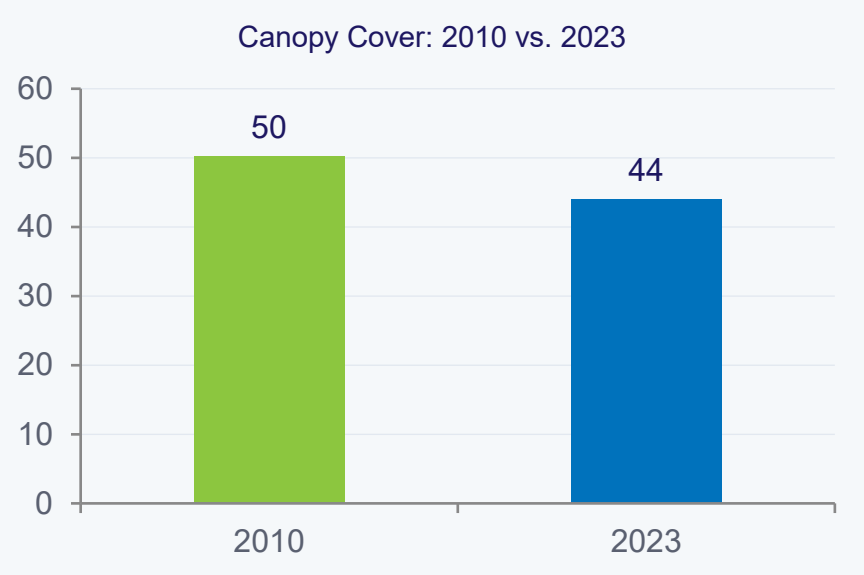
Carbon sequestration, avoided stormwater runoff, and air pollutant removal (i-Tree, 2023)

## $122M+

**Estimated Carbon Storage**

Value of carbon stored in Titusville's tree canopy based on 2023 coverage (i-Tree, 2023)

# WHAT THE CANOPY DATA TELLS US




**-6.2 points** decline since 2010

Driven by development pressure and storm-related loss.

## 13% Plantable Space

Of the city's land area could support new trees – 63% of those sites can accommodate large-canopy species.

## Heat & Canopy Inequity

Census block analysis shows low-canopy areas track closely with higher heat index – concentrated in certain neighborhoods.

## Stormwater Connection

Tree canopy across stormwater basins directly supports water quality to the Indian River Lagoon.

# COMMUNITY AND STAKEHOLDER ENGAGEMENT

## HOW WE ENGAGED

**Community Survey**
Oct-Nov 2025 | 77 responses

**Vision Workshop**
Nov 10, 2025 | City Hall, in-person

**Vision Vote**
104 public votes cast

**FlashVote Poll**
Jan 2026 | 242 responses

**Staff SWOT**
Feb 9, 2026 | In-person assessment

**TEC + Public Draft Review**
Apr 30, 2026 | Full plan review

*TEC review resulted in two substantive plan revisions incorporated prior to final draft.*

## WHAT RESIDENTS TOLD US

**92%** say trees are "extremely" or "very important"

### TOP BENEFITS RANKED

1. Stormwater and Runoff Reduction
2. Shade
3. Wildlife and Pollinator Support

**75%** would plant with a City incentive

**69%** support City funding for trees

**41%** unsure how to report a concern

# HOW COMMUNITY INPUT SHAPED THE PLAN

### Community Input

Survey, FlashVote, workshop, TEC and staff review

### Vision Statement

Selected by public vote; centered on wildlife, water quality, and reduced heat

### Guiding Principles

Trees as infrastructure; native & climate-adapted species; canopy access

### Goals & Objectives

Organized around what residents said matters; 5-year cycles

Every goal and objective in the plan traces directly back to what residents, the TEC, and City staff said they wanted and needed.

# VISION STATEMENT

***To enhance and preserve a healthy urban forest through conservation and strategic tree plantings that maximize environmental benefits, improve water quality, reduce heat, and enrich the quality of life for the greater Titusville community.***

*Selected by public vote | 104 votes cast | November 2025*



# THE PLAN: 6 GOALS, 24 OBJECTIVES, 20 YEARS

1

GOAL 1

**Establish the Program Foundation**

2

GOAL 2

**Build a Sustainable Urban Forestry Program**

3

GOAL 3

**Expand & Enhance the Tree Canopy**

4

GOAL 4

**Protect & Preserve Existing Trees**

5

GOAL 5

**Manage for Environmental Health & Benefits**

6

GOAL 6

**Cultivate Community Stewardship & Access**

# FIRST 5 YEARS: WHAT HAPPENS NEXT

The first cycle builds the foundation everything else depends on. Three actions can begin immediately:



## Designate an Urban Forestry Coordinator

The single most enabling action in the plan. Requires no new funding and can begin within 60 days of adoption. All other goals depend on staff capacity to manage them.

**60 DAYS | NO NEW FUNDING**



## Adopt an LTF Expenditure Policy

Directs the ~$700,000 Public Landscape Trust Fund toward canopy replacement, street tree planting, and private property grants in low-canopy areas. Fund currently lacks a formal expenditure policy.

**YEAR 1 | USES EXISTING FUNDS**



## Launch Public Tree Inventory Procurement

The maintenance schedule, risk management program, planting plans, and species diversity tracking all depend on inventory findings. Cannot be deferred without delaying other actions.

**YEAR 1-2 | PROCUREMENT REQUIRED**

# HOW WE'LL KNOW IT'S WORKING

## THE 3-30-300 RULE

Titusville's benchmark for tracking how well urban forest benefits reach residents.

**3** trees visible from every home

**30%** canopy cover in every neighborhood

**300m** to the nearest park or green space

*Source: Konijnendijk (2022)*

### Implementation Monitoring

Are actions being completed on schedule? Staff updates status of each objective and reports through the Urban Forestry Progress Report.

**ANNUAL**

### Effectiveness Review

Are outcomes meeting the plan's intent? Canopy assessment update, 3-30-300 progress, goal-level outcomes, and adaptive management decisions.

**EVERY 5 YEARS**

### Full Plan Review

Comprehensive review to assess Year 1-5 performance and set priorities for the next 5-year cycle. Presented to Council.

**YEAR 5**

# Thank You!

*Questions & Discussion*


**Eocene Environmental Group**

Liz Lingo, Project Manager | elingo@eocene.com

**City of Titusville**

Brad Parrish, Community Development Director
Lily Galleo, Sustainability Coordinator





*Funded in part through a USDA Forest Service grant administered by the Florida Department of Agriculture and Consumer Services (FDACS).*

# URBAN FORESTRY PROGRAM BENCHMARKING



| Metric | Benchmark | Titusville | Status |
|---|---|---|---|
| **STAFFING** | | | |
| Staff managing public trees | 5.25 FTE | **~1 FTE** | Below Peers |
| Accountable job title | Arborist / Forester | **Public Works Director** | Below Peers |
| Staff with advanced ISA credential | 7% of cities | **Yes (TRAQ)** | Above Peers |
| **FUNDING** | | | |
| Forestry budget as % of city budget | 0.63% | **0.15%** | Below Peers |
| Per capita forestry budget | $13.76 | **$5.27** | Below Peers |
| **TREE OPERATIONS** | | | |
| Proactive vs. reactive tree care | 58% proactive | **0% proactive** | Below Peers |
| Trees planted annually | 324 | **47** | Below Peers |
| Conducts regular risk inspections | 60% of cities | **No** | Below Peers |
| Current pruning cycle | 6.4 years | **No cycle established** | Below Peers |
| **COMMUNITY PROGRAM** | | | |
| Has a tree inventory | 68% of cities | **No** | Below Peers |
| Tree City USA status | 74% are | **Yes (25+ years)** | Above Peers |
| Works with volunteers | 57% do | **Yes** | Above Peers |
| Has urban forest plan | 77% do | **In development** | Near Benchmark |

*Source: Hauer and Peterson (2016) study of 600+ communities; South region; cities of 25,000 to 49,999 population*

# City of Titusville

"Gateway to Nature and Space"

REPORT

**To:** Members of the City Council

**From:** Thomas Abbate, City Manager

**Subject:** **Titusville Housing Authority**

**Department/Office:** City Clerk

**Recommended Action:**
Reappoint one (1) regular member to the Titusville Housing Authority with a term to expire on May 31, 2030. The members are appointed by the Mayor with the approval of the City Council.

**Summary Explanation & Background:**
Titusville Housing Authority: There are seven members appointed by the Mayor with approval of the City Council The Authority has the power to purchase and lease property, construct or rehabilitate property, and hire employees. The Authority has the responsibility to initiate housing programs that will lead to safe, sanitary and healthy dwelling units for low-income families. The Authority meets on the last Tuesday of the month at 6:30 p.m. at 524 South Hopkins Avenue, Titusville, Florida.

Regular Member Fletcher Portlock has expressed his willingness and desire to continue serving on this authority and requests reappointment for a four (4) year term to expire on May 31, 2030.

There are no additional applications. If Council desires to seek additional applications for consideration, then Mr. Portlock's term will need to be extended.

**Alternatives:**

**Item Budgeted:**

**Source/Use of Funds/Budget Book Page:**

**Strategic Plan:**

**Strategic Plan Impact:**

**ATTACHMENTS:**

1. Portlock, Fletcher

Date Received: **RECEIVED**
Received By: FEB 18 2000
**CITY CLERK'S OFFICE**

# City of Titusville

## Application for Appointment to Boards and Commissions

*Section 2-52 of the Code of Ordinances: "Persons wishing to be considered for appointment shall file with the City Clerk a statement of their interest and comply with section 2-51 no later than five (5) days prior to the meeting at which the appointment is scheduled. The time limit in this subsection may be waived when a position on a board or commission has been open or available for appointment for a period of fifteen (15) days and there is only one (1) applicant for the position."*

Name of the Board/Commission on which you wish to serve (Submit a separate application for each board or commission on which you wish to serve): Housing

List your qualifications for serving on this board: _____

This application is effective for ONE YEAR from date of receipt
Applicant consents to verification of this information by the City Council or its designated representative

Name: FLETCHER BARTLOW Telephone: Home: 267-8326 Business: SAME

Address: 1508 BAY PINE PLAZA TITUSVILLE

Is your residence within the City Limits of Titusville? (Yes) No How long have you been a resident of Titusville? 58 yr

Name and Address of Employer: SELF EMPLOY

Job Title: _____ Duties performed: _____

Please list the civic organizations or professional associations in which you are a member: _____

Voter Registration No.: 69119 Date of Registration: 10/2/1964

Do you currently serve on a City Board/Commission? Yes (No) If so, which one? _____

Do you have adequate time to devote to this board/commission? YES

May we submit your application each time a vacancy occurs rather than phoning you? Yes No

(Please complete **both** sides)

APP. NO. 10

C: Karen 2/21/2000

Please list personal references: MR. FRANK WILLIAMS

MR. PETE BANIT

MR. JACK WILSON

Additional Information or Remarks:

Signature of Applicant

RETURN COMPLETED APPLICATION TO:
City Clerk's Office * P.O. Box 2806 * Titusville, FL 32781 * 269-4400 Ext. 220

# City of Titusville

"Gateway to Nature and Space"

REPORT

**To:** Members of the City Council

**From:** Thomas Abbate, City Manager

**Subject:** **Board of Adjustments and Appeals**

**Department/Office:** City Clerk

**Recommended Action:**
Accept the resignation of Board of Adjustments and Appeals Alternate Member Nathan Rothell with an unexpired term that will expire on July 31, 2027. The resignation was effective May 19, 2026.

**Summary Explanation & Background:**

**Alternatives:**

**Item Budgeted:**

**Source/Use of Funds/Budget Book Page:**

**Strategic Plan:**

**Strategic Plan Impact:**

**ATTACHMENTS:**
1. NR BAA Resignation

## Amick, Kim

**From:** Nathan Rothell <nrothell@yahoo.com>
**Sent:** Tuesday, May 19, 2026 5:39 PM
**To:** Amick, Kim
**Subject:** Re: BAA Meeting May 27, 2026

Him, I am going to have to resign my position as an alternate on the BAA effective immediately. I'm sorry this is such short notice.

Thanks,
Nathan Rothell

> On May 5, 2026, at 11:27 AM, Amick, Kim <Kim.Amick@titusville.com> wrote:
>
> Good Morning,
>
> There will be a BAA meeting on Wednesday, May 27, 2026 at 6:00 pm.
>
> Please confirm if you are able to attend.
>
> Thank you,
> *Kim Amick*
> Sr Administrative Assistant/Community Development
> City of Titusville
> 555 S Washington Avenue
> 321-567-3756
> kim.amick@titusville.com

**Received**
MAY 27 2026
City of Titusville
Development Services

# City of Titusville

"Gateway to Nature and Space"

REPORT

**To:** Members of the City Council

**From:** Thomas Abbate, City Manager

**Subject:** **Purchase of Solid Waste Vehicles**

**Department/Office:** Public Works

**Recommended Action:**

Approve the use of Florida Sheriff's Association Cooperative Purchasing Program, Contract # FSA25-VEH23.0 Heavy Trucks for the purchase of two automated side loaders and one front loader in the total amount of $1,212,045 to Nextran Truck Centers of Orlando, Florida.

**Summary Explanation & Background:**

City Council approved the replacement of two automated side loaders and one front loader for the solid waste division during the budget approval process for FY26 in the following amounts:

| Account Number | Project # | Description | Adjusted Budget | Quote |
|---|---|---|---|---|
| 404-5555-534.64-20 | Z02610 | Front-End Loader | $387,900 | $378,107 |
| 404-5555-534.64-20 | Z02611 | Two (2) Automated Sideloaders | $855,000 | $833,938 |

Under the Florida Sheriff's Association National Purchasing Cooperative, both projects came in under budget. It is recommended that City Council approve the use of Florida Sheriff's Association Cooperative Purchasing Program, Contract #FSA25-VEH23.0 Heavy Trucks for the purchase of two automated side loaders and one front loader in the total amount of $1,212,045 to Nextran Truck Centers of Orlando, Florida. These vehicles will be bank financed using the City's current lender, Bank of America.

**Alternatives:**

Do not award and do not purchase the vehicles

**Item Budgeted:**

Yes

**Source/Use of Funds/Budget Book Page:**

| | |
|---|---|
| Capital Equipment Vehicles - 404-5555-534.64-20-Z02610 | $378,107 |
| Capital Equipment Vehicles - 404-5555-534.64-20- Z02611 | $833,938 |

**Strategic Plan:**

Efficient & Effective Services

**Strategic Plan Impact:**

This action plans for the timely replacement of necessary vehicles and equipment.

**ATTACHMENTS:**

1. Front Loader Buyers Order May 2026
2. Side Loader (2) Buyers Order May 2026
3. FSA25-VEH23.0-Final-Award-Packet12092025

NEXTRAN TRUCK CENTERS

# Buyer's Order

Nextran Truck Centers - Orlando
2200 W. Landstreet Road
Orlando, FL 32809
(407) 855-1200 or (800) 800-6225 Fax (407) 826-0914

Salesperson: Stan Hallford

Date: 5/18/2026

## CUSTOMER INFORMATION

Name: CITY OF TITUSVILLE
Address: 101 N Singleton Ave. Phone: -
City: Titusville State: FL Zip Code: 32796 County: -

## TRUCK INFORMATION

| Quantity | Year | Make | Model | VIN # |
|---|---|---|---|---|
| 1 | 2026 | Mack | TE 64R | 1M2TE2GCXTM013812 |
| | | | 2nd VIN | - |
| | | | 3rd VIN | - |
| | | | 4th VIN | - |
| | | | 5th VIN | - |

***See Addendum for Additional VIN #***

## Body Details

| Year | Make | Model | SERIAL # |
|---|---|---|---|
| - | - | - | - |
| - | - | - | - |
| | | 2nd Serial # | - |
| | | 3rd Serial # | - |
| | | 4th Serial # | - |
| | | 5th Serial # | - |

## FSA Specification

| Order Code | Option | Price |
|---|---|---|
| BASE TRUCK | TE SERIES | $ 196,167.00 |
| 20F46R | 66,000 GVWR PKG | $ 1,617.00 |
| FEPTO-PKG | FRONT ENGINE PTO | $ 990.00 |
| 2540412 | DIFF LOCK | $ 1,307.00 |
| 3180010 | BATTERY DISCONECT SWITCH | $ 120.00 |
| BBA-PK7 | BODY BUILDER AIR LINES | $ 244.00 |
| MCE0051 | DOUBLE FRAME | $ 990.00 |
| GUARD-RL | SKID PLATE UNDER RADIATOR | $ 339.00 |
| 5313803 | All Aluminum Wheels | $ 1,419.00 |
| 5YR/300K | 5YR/300K WARRANTY ENG & EATS | $ 4,032.00 |
| | | |
| Labrie | LaBrie FEL | $ 170,882.00 |

| Order Code | Option | Price |
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| | | |
| | | $ 378,107.00 |

**IN ACCORDANCE WITH FLORIDA SHERIFFS STATE BID NO. FSA 25-VEH23.0**

**Heavy Trucks and Buses Item: 91, Mack, TE Series, FRONT LOADER**

**FSA TRUCK SPECIFICATION**

**Price below reflects per unit**

| | ALL TRUCKS | Locals and Comments |
|---|---|---|
| Total Selling Price | $ 374,075.00 | QUOTE # SH04242026FL#2 |
| Extended Warranty | $ 4,032.00 | - |
| APU | $ - | - |
| Premium Maint. Plan | $ - | - |
| Subtotal | $ 378,107.00 | - |
| Disposal/Temp Tags | $ - | - |
| Tire Tax Credit | $ - | - |
| Tag and Title | $ - | - |
| Miscellaneous | $ - | - |
| County Surtax | $ - | - |
| Total before Down Pmt | $ 378,107.00 | - |
| Down Payment | $ - | - |
| **Total Price ALL** | **$ 378,107.00** | - |

**I have read and understand the above. It is intended by my signature hereon that this be a binding, enforceable sales agreement. I further understand that the terms and conditions that follow are a true and integral part of this agreement.**

*Purchaser's Signature* *Date*

*Accepted by Nextran Truck Centers* *Date*

This agreement shall not be binding on Nextran Truck Centers until accepted by the General Manager.

NEXTRAN TRUCK CENTERS

# Buyer's Order

Nextran Truck Centers - Orlando
2200 W. Landstreet Road
Orlando, FL 32809
(407) 855-1200 or (800) 800-6225 Fax (407) 826-0914

Salesperson: Stan Hallford

Date: 5/18/2026

## CUSTOMER INFORMATION

Name: CITY OF TITUSVILLE
Address: 101 N Singleton Ave. Phone: -
City: Titusville State: FL Zip Code: 32796 County: -

## TRUCK INFORMATION

| Quantity | Year | Make | Model | VIN # |
|---|---|---|---|---|
| 2 | 2026 | Mack | TE 64R | ORDER OUT |

2nd VIN -
3rd VIN -
4th VIN -
5th VIN -

***See Addendum for Additional VIN #***

## Body Details

| Year | Make | Model | SERIAL # |
|---|---|---|---|
| 2026 | LABRIE | - | - |
| - | - | - | - |

2nd Serial # -
3rd Serial # -
4th Serial # -
5th Serial # -

## FSA Specification

| Order Code | Option | Price |
|---|---|---|
| BASE TRUCK | TE SERIES | $ 196,167.00 |
| 1442103 | RH DRIVE | $ 9,352.00 |
| FEPTO-PKG | FRONT ENGINE PTO | $ 990.00 |
| 2540412 | DIFF LOCK | $ 1,307.00 |
| 3180010 | BATTERY DISCONECT SWITCH | $ 120.00 |
| BBA-PK7 | BODY BUILDER AIR LINES | $ 244.00 |
| MCE0051 | DOUBLE FRAME | $ 990.00 |
| GUARD-RL | SKID PLATE UNDER RADIATOR | $ 339.00 |
| 5313803 | All Aluminum Wheels | $ 1,419.00 |
| 5YR/300K | 5YR/300K WARRANTY ENG & EATS | $ 4,032.00 |
| | | |
| 20F46R | 66,000 GVWR PKG | $ 1,617.00 |
| LABRIE | AUTOMIZER 32YD | $ 194,522.00 |
| | AUTO LUBE | $ 5,870.00 |
| | | |
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| Order Code | Option | Price |
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| | | $ 416,969.00 |

**IN ACCORDANCE WITH FLORIDA SHERIFFS STATE BID NO. FSA 25-VEH23.0**

**Heavy Trucks and Buses Item: 91, Mack, TE Series, Model LR, SIDE LOADER**

**FSA TRUCK SPECIFICATION**

**Price below reflects per unit**

| | ALL TRUCKS | Locals and Comments |
|---|---|---|
| Total Selling Price | $ 825,874.00 | QUOTE # SH04242026FL#2 |
| Extended Warranty | $ 8,064.00 | - |
| APU | $ - | - |
| Premium Maint. Plan | $ - | - |
| Subtotal | $ 833,938.00 | - |
| Disposal/Temp Tags | $ - | - |
| Tire Tax Credit | $ - | - |
| Tag and Title | $ - | - |
| Miscellaneous | $ - | - |
| County Surtax | $ - | - |
| Total before Down Pmt | $ 833,938.00 | - |
| Down Payment | $ - | - |
| **Total Price ALL** | **$ 833,938.00** | - |

**I have read and understand the above. It is intended by my signature hereon that this be a binding, enforceable sales agreement. I further understand that the terms and conditions that follow are a true and integral part of this agreement.**

*Purchaser's Signature* *Date*

*Accepted by Nextran Truck Centers* *Date*

This agreement shall not be binding on Nextran Truck Centers until accepted by the General Manager.

# FSA Cooperative Purchasing Program




# FSA25-VEH23.0: Heavy Trucks and Buses Contract Packet

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive
Tallahassee, Florida 32308
p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org

# NOTICE OF FINAL AWARD
# CONTRACT FSA25-VEH23.0: Heavy Trucks

Date: October 1, 2025

To: All Prospective Bidders and Purchasers

From: Matt Dunagan, Executive Director
Sarrah Glassner, Deputy Executive Director of Administration
Megan Taber, Cooperative Purchasing Program Director

Re: Contract Number FSA25-VEH23.0 Heavy Trucks: Contract Awards

We are pleased to announce that the Florida Sheriffs Association (FSA) has successfully completed its latest nationwide cooperative bid for Heavy Trucks. This contract is in effect beginning October 1, 2025, through September 30, 2027.

This notification is for the Florida Sheriffs Association (FSA), Cooperative Purchasing Program (CPP) Intent to Award for contract FSA25-VEH23.0 : Heavy Trucks. All bids were received in a timely manner, reviewed, and evaluated by the FSA and its Fleet Advisory Committee.

The contract specifications include:

- Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis
- Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis
- Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis
- Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis
- Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis
- Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis
- Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis
- Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor
- Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4
- Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

- Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6
- Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6
- Cab and Chassis Trucks: 12,000 lbs. GVWR (DRW) 4x2 Tilt Cab
- Cab and Chassis Trucks: 25,000 lbs. GVWR (DRW) 4x2 Tilt Cab
- Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)
- Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)
- Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck
- Tactical Armored Vehicles
- Terminal Tractor
- Spray Truck: 19,500 lbs. GVWR 4x2, Mounted 1,000 gal ROW Spray Unit
- Utility Truck: 33,000 lbs. GVWR 4x4, Digger Derrick
- Utility Truck: 33,000 lbs. GVWR 4x4, Mounted Aerial Device

The competitive process for this award began in March of 2025, when FSA Fleet Advisory Committee, bidders, and stakeholders provided input regarding heavy truck and equipment procurement needs. Specifications were developed based on prior years activity, and new additions were included based on feedback from the FSA Committee, bidders, and stakeholders.

Advertisements of the Invitation to Bid (ITB) were placed on the FSA website on March 28, 2025, and within the Florida Administrative Register on March 28, 2025, and May 1, 2025.

From the ITB, 40 bidders completed the pre-bid process. Of these respondents, 34 submitted bids. 28 responsive bidders were awarded after bids were evaluated by the FSA Fleet Advisory Committee and FSA staff.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out-of-state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations.

All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Intended Awards in Alphabetical Order:

- All Roads Kenworth, LLC.
- Altec Industries, Inc.
- Bachrodt FT, LLC. Dba Palmetto Ford of Miami
- Beck Chrysler Dodge Jeep

- Bozard Ford
- Broyhill Equipment, LLC.
- Container Systems & Equipment Co., Inc.
- Cumberland International Trucks of Florida
- DeLand Truck Center, Inc.
- Duval Ford, LLC.
- Florida Kenworth, LLC.
- Florida Transportation Systems, Inc.
- Kenworth of Jacksonville
- Matthews Bus Alliance, Inc.
- Model 1 Commercial Vehicles, Inc.
- Nextran Truck Centers
- Orlando Freightliner
- Ottawa Trucks Center, Inc.
- RDK Assets, Inc.
- Rechtien International Trucks
- Ring Power Corportation
- Rush Truck Centers of Florida, Inc.
- SBL Freightliner, LLC.
- Sun State International Trucks
- Tampa Truck Center
- Terradyne Armored Vehicles, Inc.
- The Peterbilt Store South Florida, LLC.
- Truckmax, Inc.

The final award page document for all awarded bid items is attached.

# FSA Cooperative Purchasing Program




# FSA25-VEH23.0: Heavy Trucks and Buses Awarded Vendor Contract Signature Pages

Docusign Envelope ID: 1BDB59CB-8F71-4ED9-9AF8-AB02E9489AE4

# CONTRACT SIGNATURE FORM

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The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name All Roads Kenworth LLC

Business Address 2909 S Andrews Ave
Fort Lauderdale, FL 33316

Name of Authorized Agent Michael Crawford

Email address of authorized agent mcrawford@allroadstrucks.com

Signature Signed by: Michael Crawford 5F3AF30D0BFB47B...

Date 9/27/2025

Docusign Envelope ID: 57039D37-320F-4C6C-A14A-A48500C911F4

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Altec Industries, Inc.

Business Address 210 Inverness Center Pkwy
Birmingham, AL 35242

Name of Authorized Agent Brooklyn Russell

Email address of authorized agent contractmanagement@altec.com

Signature Signed by: Brooklyn Russell EF524702A8584A8...

Date 9/25/2025

Docusign Envelope ID: 478EFC12-EE1B-46AB-8439-0330576FEBA7

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Bachrodt FT, LLC dba Palmetto Ford of Miami

Business Address 7245 NW 36th Street, Miami, FL. 33166

Name of Authorized Agent Charlie Rodgers

Email address of authorized agent crodgers@palmettofordtrucks.com

Signature Signed by: Charlie Rodgers 1C63450A9FFF413...

Date 9/26/2025

Docusign Envelope ID: 540CD11D-CEE0-4AB5-8F4F-10DD47544723

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name BECK CHRYSLER DODGE JEEP

Business Address 256 HWY 17 NORTH PALATKA FL 32177

Name of Authorized Agent Brandy Sloan

Email address of authorized agent contractinfo@beckfleet.com

Signature Signed by: Brandy Sloan C989DAD713D6403...

Date 9/29/2025

Docusign Envelope ID: A585437C-BC0F-4952-B403-33CD0A1D7332

# CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Bozard Ford Co

Business Address 540 Outlet Mall Blvd
St. Augustine, Fl 32084

Name of Authorized Agent Jeff Young

Email address of authorized agent jyoung@bozard.com

Signature Signed by: Jeff Young 95278DB5FBF54E7...

Date 9/26/2025

Docusign Envelope ID: 9C5DD57C-9DAA-4772-8EC7-DBB45E6FCE02

# CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Broyhill Equipment LLC

Business Address One North Market Square PO Box 475
Dakota City NE 68731

Name of Authorized Agent Tammy Steemken

Email address of authorized agent accounting@broyhill.com

Signature DocuSigned by: Tammy Steemken 1E71F74C01D940B...

Date 9/25/2025

Docusign Envelope ID: 477F99BD-29FC-44C6-A6BE-0074AB3E3A15

# CONTRACT SIGNATURE FORM

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Container Systems & Equipment Co., Inc.

Business Address 506 Bellevue Av.
Daytona Beach, FL 32114

Name of Authorized Agent William Young

Email address of authorized agent byoung@containersys.com

Signature Signed by: William Young 55E2D5B724E54AD...

Date 9/25/2025

Docusign Envelope ID: 02C9424D-A25D-476A-83D1-D2BE0F4B0611

# CONTRACT SIGNATURE FORM

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Cumberland International trucks of Florida LLC

Business Address 2110 S Division Ave, Orlando, FL 32805

Name of Authorized Agent Erick Creasey

Email address of authorized agent ecreasey@cltte.com

Signature Signed by: Erick Creasey DD0E592BC03848C...

Date 9/30/2025

Docusign Envelope ID: 720179C2-3AB4-462D-A82C-48C9175AB881

# CONTRACT SIGNATURE FORM

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name DeLand Truck Center, inc.

Business Address 1208 South Woodland Blvd
DeLand Florida, 32720

Name of Authorized Agent Howard Williams

Email address of authorized agent howardwilliams@cfl.rr.com

Signature Signed by: Howard Williams A538AF2AA03F479...

Date 9/29/2025

Docusign Envelope ID: F2235269-9945-4CBF-8C96-66B838CCBD25

# CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Duval Ford llc

Business Address 405 Lane Ave North; Jacksonville, FL 32254

Name of Authorized Agent Richard Tackett

Email address of authorized agent RICHARD.TACKETT@DUVALFORD.COM

Signature DocuSigned by: Richard Tackett F167A39DD605483...

Date 9/25/2025

Docusign Envelope ID: 2EB6E249-1588-4F6F-B9AE-757FAB8B5E11

# CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Florida Kenworth, LLC

Business Address 1800 N. Orange Blossom Trail
Orlando, FL 32804

Name of Authorized Agent Ryan Van Wolvelaere

Email address of authorized agent ryan.vanwolvelaere@csmtruck.com

Signature Signed by: Ryan Van Wolvelaere 36C08D507A9C445...

Date 9/26/2025

Docusign Envelope ID: FDA8F56D-499D-49AE-BE10-A3C4D124CF56

# CONTRACT SIGNATURE FORM

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Florida Transportation Systems

Business Address 6041 Orient Road Tampa, FL 33610

Name of Authorized Agent Robert Frick

Email address of authorized agent rfrick@fts4buses.com

Signature DocuSigned by: Robert Frick 027BAE08445744C...

Date 9/25/2025

Docusign Envelope ID: DFFA3AA9-02D8-4336-9B08-1B809CBCFC55

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Kenworth of Jacksonville

Business Address 1121 Suemac Rd
Jacksonville, FL 32254

Name of Authorized Agent Ed Costello

Email address of authorized agent edcostello@kwjax.com

Signature Signed by: Ed Costello 8843C7BDF08B4DE...

Date 9/25/2025

Docusign Envelope ID: E3D4CAC4-0E4A-4941-B275-933AD8824316

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Matthews Bus Alliance, Inc.

Business Address 4802 W. Colonial Drive
Orlando, FL 32808

Name of Authorized Agent Lori Matthews

Email address of authorized agent bids@matthewsbusesflorida.com

Signature Signed by: Lori Matthews D8B27CB3FE9041A...

Date 9/25/2025

Docusign Envelope ID: 5BDA9E5E-F04C-4F93-A15C-52E576022288

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Model 1 Commercial Vehicles, Inc.

Business Address 9225 Priority Way W Dr, Suite 300
Indianapolis, IN 46240

Name of Authorized Agent Jason Spore

Email address of authorized agent biddepartment@creativebussales.com

Signature Signed by: Jason Spore 8DC5A6ED5A194FC...

Date 9/29/2025

Docusign Envelope ID: A98A0012-99CF-4A02-9EAC-FE0CA8BD0A39

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Nextran Truck Centers

Business Address 1986 West Beaver Street, Jacksonville, FL 32209

Name of Authorized Agent Anthony Abatecola

Email address of authorized agent aabatecola@nextranusa.com

Signature Signed by: Anthony Abatecola 161F88AF22474AB...

Date 9/25/2025

Docusign Envelope ID: 0DE64D27-2C2D-4D47-B8D7-F7553809B90D

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Orlando Freightliner

Business Address 2455 So. Orange Blossom Trail
Apopka Fl., 32703

Name of Authorized Agent Bob Scharpnick

Email address of authorized agent bscharpnick@orlandofreightliner.com

Signature Signed by: Bob Scharpnick 927292C8461D433...

Date 9/25/2025

Docusign Envelope ID: 080850FF-8391-425C-9C19-2FD4B65B8458

# CONTRACT SIGNATURE FORM

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Ottawa Trucks Center Inc.

Business Address 7227 NW 74th Ave Miami, FL 33166

Name of Authorized Agent Peter Albanese

Email address of authorized agent palbanese@rechtien.com

Signature Signed by: F3DE28A8522146A...

Date 9/25/2025

Docusign Envelope ID: E8DD53E9-72C7-4378-A968-ACCD1EAB7115

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name The Peterbilt Store South Florida LLC

Business Address 2441 S. State Rd. 7
Ft. Lauderdale, Fl. 33317

Name of Authorized Agent Andy Hallums

Email address of authorized agent ahallums@thepetestore.com

Signature Signed by: Andy Hallums E30E7B0B833F4F7...

Date 9/25/2025

Docusign Envelope ID: A3C7C0A2-CB69-4CAC-9730-B663A525C843

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name RDK Assets Inc

Business Address 3214 E Adamo Dr
Tampa, FL 33605

Name of Authorized Agent Richard Kemner

Email address of authorized agent craigchown@gmail.com

Signature Signed by: Richard Kemner DC78FC7049394D7...

Date 9/28/2025

Docusign Envelope ID: 3E3B90BB-97EE-44F1-81F2-790AA52F955F

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name RECHTIEN INTERNATIONAL TRUCKS

Business Address 7227 NW 74th Ave., Miami, FL 33166

Name of Authorized Agent CARLOS CORREA

Email address of authorized agent ccorrea@rechtien.com

Signature Signed by: 594602F83AF74C1...

Date 9/25/2025

Docusign Envelope ID: 418A398C-8C84-4C4F-A48A-4A0DF7321387

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Rush Truck Centers of Florida

Business Address 8111 E Adamo Dr. Tampa, FL 33619

Name of Authorized Agent Paul Canadine

Email address of authorized agent canadinep@rushenterprises.com

Signature DocuSigned by: Paul Canadine CD8E6988C97C4C1...

Date 9/25/2025

Docusign Envelope ID: 9159A5E3-2B1A-4421-93DA-C8E6DB36E7B4

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name SBL Freightliner LLC

Business Address 2840 Center Port Circle Pompnao Beach FL 33064

Name of Authorized Agent Don Maher

Email address of authorized agent dmaher@freightlinerfl.com

Signature Signed by: Don Maher 85B56C3FDE584D2...

Date 9/25/2025

Docusign Envelope ID: E85FA61E-F18F-46B6-90A9-CFED25C0A183

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Sun State International Trucks, LLC

Business Address 6020 Adamo Dr., Tampa, FL, 33619

Name of Authorized Agent Dave Metcalf

Email address of authorized agent dave.metcalf@sunstateintl.com

Signature DocuSigned by: Dave Metcalf 2F23AD89B486452...

Date 9/28/2025

Docusign Envelope ID: 329D75BE-8ED3-4E3C-A998-CA08C80A1815

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Tampa Truck Center LLC

Business Address 7528 US HWY 301N, Tampa, FL 33637

Name of Authorized Agent Scott Endris

Email address of authorized agent sendris@southporttruck.com

Signature DocuSigned by: Scott Endris B3E8BDDFD011418...

Date 9/25/2025

Docusign Envelope ID: F4E21058-3D7D-4D92-92B3-1A0C069D95D2

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Terradyne Armored Vehicles Inc.

Business Address 1-402 Mulock Drive, Newmarket, Ontario, L3Y 9B8

Name of Authorized Agent Lucus Witzke

Email address of authorized agent lucus.witzke@terradyneinc.com

Signature DocuSigned by: Lucus Witzke 045391049B324AD...

Date 9/25/2025

Docusign Envelope ID: B1231FC1-ED92-4A55-988E-7D719563191F

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Truckmax, inc.

Business Address 6000 NW 77TH COURT, MIAMI, FLORIDA, 33166

Name of Authorized Agent Gil Chez

Email address of authorized agent GCHEZ@TRUCKMAX.COM

Signature Signed by: Gil Chez FBD79737C2A8444...

Date 9/25/2025

# FSA Cooperative Purchasing Program




# FSA25-VEH23.0: Heavy Trucks and Buses
# Final Award Report

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Buses Electric: 19 to 20 Passenger Capacity Range, Van Type Cutaway Chassis

**Item:** 1, BYD/RIDE, The Achiever, The Achiever

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Model 1 Commercial Vehicles, Inc. | $310,896.00 | Build | Options |
| Northern | Primary | Model 1 Commercial Vehicles, Inc. | $310,896.00 | Build | Options |
| Central | Primary | Model 1 Commercial Vehicles, Inc. | $310,896.00 | Build | Options |
| Southern | Primary | Model 1 Commercial Vehicles, Inc. | $310,896.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Buses Electric: 19 to 20 Passenger Capacity Range, Van Type Cutaway Chassis

**Item:** 2, Endera, B-Series, B-Series

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Florida Transportation Systems, Inc. | $321,639.00 | Build | Options |
| Northern | Primary | Florida Transportation Systems, Inc. | $321,639.00 | Build | Options |
| Central | Primary | Florida Transportation Systems, Inc. | $321,639.00 | Build | Options |
| Southern | Primary | Florida Transportation Systems, Inc. | $321,639.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Buses Electric: 20 to 52 Passenger Capacity Range, Conventional Type Chassis

**Item:** 3, Bluebird, All-American Electric, T3RE

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Florida Transportation Systems, Inc. | $430,321.00 | Build | Options |
| Northern | Primary | Florida Transportation Systems, Inc. | $430,321.00 | Build | Options |
| Central | Primary | Florida Transportation Systems, Inc. | $430,321.00 | Build | Options |
| Southern | Primary | Florida Transportation Systems, Inc. | $430,321.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Buses Electric: 20 to 52 Passenger Capacity Range, Conventional Type Chassis

**Item:** 4, Bluebird, Vision Electric, Vision Electric

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Florida Transportation Systems, Inc. | $412,921.00 | Build | Options |
| Northern | Primary | Florida Transportation Systems, Inc. | $412,921.00 | Build | Options |
| Central | Primary | Florida Transportation Systems, Inc. | $412,921.00 | Build | Options |
| Southern | Primary | Florida Transportation Systems, Inc. | $412,921.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Buses Electric: 20 to 52 Passenger Capacity Range, Conventional Type Chassis

**Item:** 5, BYD/RIDE, The Creator, The Creator

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Model 1 Commercial Vehicles, Inc. | $399,639.00 | Build | Options |
| Northern | Primary | Model 1 Commercial Vehicles, Inc. | $399,639.00 | Build | Options |
| Central | Primary | Model 1 Commercial Vehicles, Inc. | $399,639.00 | Build | Options |
| Southern | Primary | Model 1 Commercial Vehicles, Inc. | $399,639.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Buses Electric: 44 To 80 Passenger Capacity Range, Commercial Type Chassis

**Item:** 7, BYD/RIDE, The Dreamer, Type D Electric School Bus

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Model 1 Commercial Vehicles, Inc. | $430,525.00 | Build | Options |
| Northern | Primary | Model 1 Commercial Vehicles, Inc. | $430,525.00 | Build | Options |
| Central | Primary | Model 1 Commercial Vehicles, Inc. | $430,525.00 | Build | Options |
| Southern | Primary | Model 1 Commercial Vehicles, Inc. | $430,525.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Buses: 14 to 25 Passenger Capacity Range, Van Type Cutaway Chassis

**Item:** 8, Endera, B-Series, B-Series

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Florida Transportation Systems, Inc. | $119,274.00 | Build | Options |
| Northern | Primary | Florida Transportation Systems, Inc. | $119,174.00 | Build | Options |
| Central | Primary | Florida Transportation Systems, Inc. | $119,174.00 | Build | Options |
| Southern | Primary | Florida Transportation Systems, Inc. | $119,274.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Buses: 14 to 25 Passenger Capacity Range, Van Type Cutaway Chassis

**Item:** 10, Starcraft, Allstar, Allstar

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Model 1 Commercial Vehicles, Inc. | $88,276.00 | Build | Options |
| Northern | Primary | Model 1 Commercial Vehicles, Inc. | $88,276.00 | Build | Options |
| Central | Primary | Model 1 Commercial Vehicles, Inc. | $88,276.00 | Build | Options |
| Southern | Primary | Model 1 Commercial Vehicles, Inc. | $88,276.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Buses: 14 to 25 Passenger Capacity Range, Van Type Cutaway Chassis

**Item:** 11, StarTrans, The Senator II, Senator SII 22

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Matthews Bus Alliance Inc. | $102,962.00 | Build | Options |
| Northern | Primary | Matthews Bus Alliance Inc. | $102,962.00 | Build | Options |
| Central | Primary | Matthews Bus Alliance Inc. | $102,962.00 | Build | Options |
| Southern | Primary | Matthews Bus Alliance Inc. | $102,962.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Buses: 20 to 52 Passenger Capacity Range, Conventional Truck Type Cutaway Chassis

**Item:** 12, Bluebird, Vision, Vision

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Florida Transportation Systems, Inc. | $160,751.00 | Build | Options |
| Northern | Primary | Florida Transportation Systems, Inc. | $160,651.00 | Build | Options |
| Central | Primary | Florida Transportation Systems, Inc. | $160,651.00 | Build | Options |
| Southern | Primary | Florida Transportation Systems, Inc. | $160,751.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Buses: 20 to 52 Passenger Capacity Range, Conventional Truck Type Cutaway Chassis

**Item:** 13, Starcraft, Allstar, Allstar

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Model 1 Commercial Vehicles, Inc. | $149,252.00 | Build | Options |
| Northern | Primary | Model 1 Commercial Vehicles, Inc. | $149,252.00 | Build | Options |
| Central | Primary | Model 1 Commercial Vehicles, Inc. | $149,252.00 | Build | Options |
| Southern | Primary | Model 1 Commercial Vehicles, Inc. | $149,252.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Buses: 20 to 52 Passenger Capacity Range, Conventional Truck Type Cutaway Chassis

**Item:** 14, StarTrans, The Senator II HD, Senator HD 28

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary<br>Alternate | Matthews Bus Alliance Inc.<br>Duval Ford LLC | $159,499.00<br>$170,017.00 | Build<br>Build | Options<br>Options |
| Northern | Primary<br>Alternate | Matthews Bus Alliance Inc.<br>Duval Ford LLC | $159,499.00<br>$169,807.00 | Build<br>Build | Options<br>Options |
| Central | Primary<br>Alternate | Matthews Bus Alliance Inc.<br>Duval Ford LLC | $159,499.00<br>$170,017.00 | Build<br>Build | Options<br>Options |
| Southern | Primary<br>Alternate | Matthews Bus Alliance Inc.<br>Duval Ford LLC | $159,499.00<br>$170,042.00 | Build<br>Build | Options<br>Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Buses: 33 to 54 Passenger Capacity Range, Commercial Type, Rear Engine Chassis

**Item:** 15, Bluebird, T3RE, T3RE

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Florida Transportation Systems, Inc. | $192,676.00 | Build | Options |
| Northern | Primary | Florida Transportation Systems, Inc. | $192,576.00 | Build | Options |
| Central | Primary | Florida Transportation Systems, Inc. | $192,576.00 | Build | Options |
| Southern | Primary | Florida Transportation Systems, Inc. | $192,676.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Buses: 36 to 52 Passenger Capacity Range, Commercial Type, Front Engine Chassis

**Item:** 16, Bluebird, T3FE, T3FE

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Florida Transportation Systems, Inc. | $174,229.00 | Build | Options |
| Northern | Primary | Florida Transportation Systems, Inc. | $174,129.00 | Build | Options |
| Central | Primary | Florida Transportation Systems, Inc. | $174,129.00 | Build | Options |
| Southern | Primary | Florida Transportation Systems, Inc. | $174,229.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

**Item:** 17, Kenworth, T680E, T680E

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | | | | | |
| Northern | Primary | Kenworth of Jacksonville | $346,360.00 | Build | Options |
| Central | Primary | All Roads Kenworth, LLC. | $503,450.00 | Build | Options |
| Southern | Primary | All Roads Kenworth, LLC. | $503,450.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

**Item:** 18, Peterbilt, 579EV, 579EV

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Rush Truck Centers of Florida, Inc. | $437,640.00 | Build | Options |
| Northern | Primary | Rush Truck Centers of Florida, Inc. | $437,640.00 | Build | Options |
| Central | Primary | Rush Truck Centers of Florida, Inc. | $437,640.00 | Build | Options |
| Southern | Primary | The Peterbilt Store South Florida LLC | $439,750.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

**Item:** 19, Volvo, VNR Electric, VNRe

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Nextran Truck Centers | $387,681.00 | Build | Options |
| Northern | Primary | Nextran Truck Centers | $387,681.00 | Build | Options |
| Central | Primary | Nextran Truck Centers | $387,681.00 | Build | Options |
| Southern | Primary | Nextran Truck Centers | $387,681.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2

**Item:** 20, International, EMV, MV60E

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Cumberland International Trucks of Florida | $283,750.00 | Build | Options |
| Northern | Primary | Cumberland International Trucks of Florida | $283,000.00 | Build | Options |
| Central | Primary<br>Alternate | Cumberland International Trucks of Florida<br>Sun State International Trucks | $283,000.00<br>$283,820.00 | Build<br>Build | Options<br>Options |
| Southern | Primary | Rechtien International Trucks | $283,500.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2

**Item:** 21, Mack, MD7 Electric, MDe7

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Nextran Truck Centers | $248,990.00 | Build | Options |
| Northern | Primary | Nextran Truck Centers | $248,990.00 | Build | Options |
| Central | Primary | Nextran Truck Centers | $248,990.00 | Build | Options |
| Southern | Primary | Nextran Truck Centers | $248,990.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2

**Item:** 22, Battle Motors, Striker EV, Striker EV

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Container Systems & Equipment Co., Inc. | $431,600.00 | Build | Options |
| Northern | Primary | Container Systems & Equipment Co., Inc. | $431,600.00 | Build | Options |
| Central | Primary | Container Systems & Equipment Co., Inc. | $431,600.00 | Build | Options |
| Southern | Primary | Container Systems & Equipment Co., Inc. | $431,600.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 12,000 lbs. GVWR (DRW) 4x2 Tilt Cab

**Item:** 23, Isuzu, NPR-HD, N3F1

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | DeLand Truck Center, Inc. | $57,920.00 | Build | Options |
| | Alternate | Nextran Truck Centers | $62,770.00 | Build | Options |
| Northern | Primary | DeLand Truck Center, Inc. | $57,920.00 | Build | Options |
| | Alternate | Nextran Truck Centers | $62,770.00 | Build | Options |
| Central | Primary | DeLand Truck Center, Inc. | $57,920.00 | Build | Options |
| | Alternate | Nextran Truck Centers | $62,770.00 | Build | Options |
| Southern | Primary | DeLand Truck Center, Inc. | $57,920.00 | Build | Options |
| | Alternate | Nextran Truck Centers | $62,770.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

**Item:** 24, Ford, F-550 Crew Cab, W5G

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | BOZARD FORD | $63,989.00 | Build | Options |
| | Alternate | Duval Ford LLC | $64,225.00 | Build | Options |
| | Alternate | Bachrodt FT, LLC dba Palmetto Ford of Miami | $64,232.00 | Build | Options |
| Northern | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $63,932.00 | Build | Options |
| | Alternate | BOZARD FORD | $63,989.00 | Build | Options |
| | Alternate | Duval Ford LLC | $64,015.00 | Build | Options |
| Central | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $63,832.00 | Build | Options |
| | Alternate | BOZARD FORD | $64,131.00 | Build | Options |
| | Alternate | Duval Ford LLC | $64,225.00 | Build | Options |
| Southern | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $63,832.00 | Build | Options |
| | Alternate | BOZARD FORD | $64,131.00 | Build | Options |
| | Alternate | Duval Ford LLC | $64,250.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

**Item:** 25, Ford, F-550 Regular Cab, F5G

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | BOZARD FORD | $60,858.00 | Build | Options |
| | Alternate | Duval Ford LLC | $61,073.00 | Build | Options |
| | Alternate | Bachrodt FT, LLC dba Palmetto Ford of Miami | $61,109.00 | Build | Options |
| Northern | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $60,809.00 | Build | Options |
| | Alternate | BOZARD FORD | $60,858.00 | Build | Options |
| | Alternate | Duval Ford LLC | $60,863.00 | Build | Options |
| Central | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $60,709.00 | Build | Options |
| | Alternate | BOZARD FORD | $60,993.00 | Build | Options |
| | Alternate | Duval Ford LLC | $61,073.00 | Build | Options |
| Southern | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $60,709.00 | Build | Options |
| | Alternate | BOZARD FORD | $60,993.00 | Build | Options |
| | Alternate | Duval Ford LLC | $61,098.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

**Item:** 26, Ford, F-550 Super Cab, X5G

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | BOZARD FORD | $62,229.00 | Build | Options |
| | Alternate | Duval Ford LLC | $62,452.00 | Build | Options |
| | Alternate | Bachrodt FT, LLC dba Palmetto Ford of Miami | $62,476.00 | Build | Options |
| Northern | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $62,176.00 | Build | Options |
| | Alternate | BOZARD FORD | $62,229.00 | Build | Options |
| | Alternate | Duval Ford LLC | $62,242.00 | Build | Options |
| Central | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $62,076.00 | Build | Options |
| | Alternate | BOZARD FORD | $62,367.00 | Build | Options |
| | Alternate | Duval Ford LLC | $62,452.00 | Build | Options |
| Southern | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $62,076.00 | Build | Options |
| | Alternate | BOZARD FORD | $62,367.00 | Build | Options |
| | Alternate | Duval Ford LLC | $62,477.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

**Item:** 27, Ford, F-600 Super Cab, F6K

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | BOZARD FORD | $62,371.00 | Build | Options |
| | Alternate | Duval Ford LLC | $62,596.00 | Build | Options |
| | Alternate | Bachrodt FT, LLC dba Palmetto Ford of Miami | $62,618.00 | Build | Options |
| Northern | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $62,318.00 | Build | Options |
| | Alternate | BOZARD FORD | $62,371.00 | Build | Options |
| | Alternate | Duval Ford LLC | $62,386.00 | Build | Options |
| Central | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $62,218.00 | Build | Options |
| | Alternate | BOZARD FORD | $62,509.00 | Build | Options |
| | Alternate | Duval Ford LLC | $62,596.00 | Build | Options |
| Southern | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $62,218.00 | Build | Options |
| | Alternate | BOZARD FORD | $62,509.00 | Build | Options |
| | Alternate | Duval Ford LLC | $62,621.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

**Item:** 28, International, CV, 515

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Cumberland International Trucks of Florida | $69,650.00 | Build | Options |
| Northern | Primary | Cumberland International Trucks of Florida | $68,900.00 | Build | Options |
| Central | Primary<br>Alternate | Sun State International Trucks<br>Cumberland International Trucks of Florida | $68,825.00<br>$68,900.00 | Build<br>Build | Options<br>Options |
| Southern | Primary | Rechtien International Trucks | $69,660.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

**Item:** 29, Kenworth, T180, T180

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | | | | | |
| Northern | Primary<br>Alternate | Kenworth of Jacksonville<br>Florida Kenworth, LLC | $95,459.00<br>$95,939.00 | Build<br>Build | Options<br>Options |
| Central | Primary<br>Alternate | Florida Kenworth, LLC<br>All Roads Kenworth, LLC. | $90,939.00<br>$94,890.00 | Build<br>Build | Options<br>Options |
| Southern | Primary<br>Alternate | Florida Kenworth, LLC<br>All Roads Kenworth, LLC. | $90,939.00<br>$94,890.00 | Build<br>Build | Options<br>Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

**Item:** 30, Peterbilt, 535, 535

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Rush Truck Centers of Florida, Inc. | $102,010.00 | Build | Options |
| Northern | Primary | Rush Truck Centers of Florida, Inc. | $102,010.00 | Build | Options |
| Central | Primary | Rush Truck Centers of Florida, Inc. | $102,010.00 | Build | Options |
| Southern | Primary | The Peterbilt Store South Florida LLC | $104,969.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

**Item:** 31, Ram, 5500 Crew Cab Chassis 4x2 (173.4" WB - CA of 60"), DP5L93

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Beck Chrysler Dodge Jeep | $61,935.00 | Build | |
| Northern | Primary | Beck Chrysler Dodge Jeep | $61,935.00 | Build | |
| Central | Primary | Beck Chrysler Dodge Jeep | $61,935.00 | Build | |
| Southern | Primary | Beck Chrysler Dodge Jeep | $62,035.00 | Build | |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

**Item:** 32, Ram, 5500 Crew Cab Chassis 4x2 (197.4" WB - CA of 84"), DP5L94

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Beck Chrysler Dodge Jeep | $62,119.00 | Build | |
| Northern | Primary | Beck Chrysler Dodge Jeep | $62,119.00 | Build | |
| Central | Primary | Beck Chrysler Dodge Jeep | $62,119.00 | Build | |
| Southern | Primary | Beck Chrysler Dodge Jeep | $62,119.00 | Build | |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

**Item:** 33, Ram, 5500 Regular Cab Chassis 4x2 (144.5" WB - CA of 60"), DP5L63

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Beck Chrysler Dodge Jeep | $60,972.00 | Build | |
| Northern | Primary | Beck Chrysler Dodge Jeep | $60,972.00 | Build | |
| Central | Primary | Beck Chrysler Dodge Jeep | $60,972.00 | Build | |
| Southern | | | | | |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

**Item:** 34, Ram, 5500 Regular Cab Chassis 4x2 (168.5" WB - CA of 84"), DP5L64

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Beck Chrysler Dodge Jeep | $61,060.00 | Build | |
| Northern | Primary | Beck Chrysler Dodge Jeep | $61,060.00 | Build | |
| Central | Primary | Beck Chrysler Dodge Jeep | $61,060.00 | Build | |
| Southern | Primary | Beck Chrysler Dodge Jeep | $61,160.00 | Build | |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

**Item:** 35, Ram, 5500 Regular Cab Chassis 4x2 (192.5" WB - CA of 108"), DP5L65

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Beck Chrysler Dodge Jeep | $58,835.00 | Build | |
| Northern | Primary | Beck Chrysler Dodge Jeep | $58,835.00 | Build | |
| Central | Primary | Beck Chrysler Dodge Jeep | $58,835.00 | Build | |
| Southern | Primary | Beck Chrysler Dodge Jeep | $58,935.00 | Build | |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

**Item:** 36, Ram, 5500 Regular Cab Chassis 4x2 (204.5" WB - CA of 120"), DP5L66

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Beck Chrysler Dodge Jeep | $59,024.00 | Build | |
| Northern | Primary | Beck Chrysler Dodge Jeep | $59,024.00 | Build | |
| Central | Primary | Beck Chrysler Dodge Jeep | $59,024.00 | Build | |
| Southern | Primary | Beck Chrysler Dodge Jeep | $59,124.00 | Build | |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

**Item:** 37, Ford, F-550 Crew Cab, W5H

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | BOZARD FORD | $67,180.00 | Build | Options |
| | Alternate | Bachrodt FT, LLC dba Palmetto Ford of Miami | $67,415.00 | Build | Options |
| | Alternate | Duval Ford LLC | $67,437.00 | Build | Options |
| Northern | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $67,115.00 | Build | Options |
| | Alternate | BOZARD FORD | $67,180.00 | Build | Options |
| | Alternate | Duval Ford LLC | $67,227.00 | Build | Options |
| Central | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $67,015.00 | Build | Options |
| | Alternate | BOZARD FORD | $67,329.00 | Build | Options |
| | Alternate | Duval Ford LLC | $67,437.00 | Build | Options |
| Southern | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $67,015.00 | Build | Options |
| | Alternate | BOZARD FORD | $67,329.00 | Build | Options |
| | Alternate | Duval Ford LLC | $67,462.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

**Item:** 38, Ford, F-550 Regular Cab, F5H

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | BOZARD FORD | $63,506.00 | Build | Options |
| | Alternate | Duval Ford LLC | $63,738.00 | Build | Options |
| | Alternate | Bachrodt FT, LLC dba Palmetto Ford of Miami | $63,749.00 | Build | Options |
| Northern | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $63,449.00 | Build | Options |
| | Alternate | BOZARD FORD | $63,506.00 | Build | Options |
| | Alternate | Duval Ford LLC | $63,528.00 | Build | Options |
| Central | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $63,349.00 | Build | Options |
| | Alternate | BOZARD FORD | $63,646.00 | Build | Options |
| | Alternate | Duval Ford LLC | $63,738.00 | Build | Options |
| Southern | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $63,349.00 | Build | Options |
| | Alternate | BOZARD FORD | $63,646.00 | Build | Options |
| | Alternate | Duval Ford LLC | $63,763.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

**Item:** 39, Ford, F-550 Super Cab, X5H

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | BOZARD FORD | $65,728.00 | Build | Options |
| | Alternate | Bachrodt FT, LLC dba Palmetto Ford of Miami | $65,966.00 | Build | Options |
| | Alternate | Duval Ford LLC | $65,975.00 | Build | Options |
| Northern | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $65,666.00 | Build | Options |
| | Alternate | BOZARD FORD | $65,728.00 | Build | Options |
| | Alternate | Duval Ford LLC | $65,765.00 | Build | Options |
| Central | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $65,566.00 | Build | Options |
| | Alternate | BOZARD FORD | $65,873.00 | Build | Options |
| | Alternate | Duval Ford LLC | $65,975.00 | Build | Options |
| Southern | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $65,566.00 | Build | Options |
| | Alternate | BOZARD FORD | $65,873.00 | Build | Options |
| | Alternate | Duval Ford LLC | $66,000.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

**Item:** 40, Ford, F-600 Regular Cab, F6L

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | BOZARD FORD | $65,020.00 | Build | Options |
| | Alternate | Bachrodt FT, LLC dba Palmetto Ford of Miami | $65,260.00 | Build | Options |
| | Alternate | Duval Ford LLC | $65,262.00 | Build | Options |
| Northern | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $64,960.00 | Build | Options |
| | Alternate | BOZARD FORD | $65,020.00 | Build | Options |
| | Alternate | Duval Ford LLC | $65,052.00 | Build | Options |
| Central | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $64,860.00 | Build | Options |
| | Alternate | BOZARD FORD | $65,163.00 | Build | Options |
| | Alternate | Duval Ford LLC | $65,262.00 | Build | Options |
| Southern | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $64,860.00 | Build | Options |
| | Alternate | BOZARD FORD | $65,163.00 | Build | Options |
| | Alternate | Duval Ford LLC | $65,287.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

**Item:** 41, International, CV, 515

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Cumberland International Trucks of Florida | $73,445.00 | Build | Options |
| Northern | Primary | Cumberland International Trucks of Florida | $72,695.00 | Build | Options |
| Central | Primary | Cumberland International Trucks of Florida | $72,695.00 | Build | Options |
| | Alternate | Sun State International Trucks | $72,755.00 | Build | Options |
| Southern | Primary | Rechtien International Trucks | $73,600.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

**Item:** 42, Ram, 5500 Crew Cab Chassis 4x4 (173.4" WB - CA of 60"), DP0L93

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Beck Chrysler Dodge Jeep | $65,456.00 | Build | |
| Northern | Primary | Beck Chrysler Dodge Jeep | $65,456.00 | Build | |
| Central | Primary | Beck Chrysler Dodge Jeep | $65,456.00 | Build | |
| Southern | Primary | Beck Chrysler Dodge Jeep | $65,556.00 | Build | |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

**Item:** 43, Ram, 5500 Crew Cab Chassis 4x4 (197.4" WB - CA of 84"), DP0L94

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Beck Chrysler Dodge Jeep | $65,368.00 | Build | |
| Northern | Primary | Beck Chrysler Dodge Jeep | $65,368.00 | Build | |
| Central | Primary | Beck Chrysler Dodge Jeep | $65,368.00 | Build | |
| Southern | Primary | Beck Chrysler Dodge Jeep | $65,468.00 | Build | |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

**Item:** 44, Ram, 5500 Regular Cab Chassis 4x4 (144.5" WB - CA of 60"), DP0L63

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Beck Chrysler Dodge Jeep | $61,834.00 | Build | |
| Northern | Primary | Beck Chrysler Dodge Jeep | $61,834.00 | Build | |
| Central | Primary | Beck Chrysler Dodge Jeep | $61,834.00 | Build | |
| Southern | Primary | Beck Chrysler Dodge Jeep | $61,934.00 | Build | |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

**Item:** 45, Ram, 5500 Regular Cab Chassis 4x4 (168.5" WB - CA of 84"), DP0L64

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Beck Chrysler Dodge Jeep | $61,893.00 | Build | |
| Northern | Primary | Beck Chrysler Dodge Jeep | $61,893.00 | Build | |
| Central | Primary | Beck Chrysler Dodge Jeep | $61,893.00 | Build | |
| Southern | Primary | Beck Chrysler Dodge Jeep | $61,993.00 | Build | |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

**Item:** 46, Ram, 5500 Regular Cab Chassis 4x4 (192.5" WB - CA of 108"), DP0L65

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Beck Chrysler Dodge Jeep | $62,082.00 | Build | |
| Northern | Primary | Beck Chrysler Dodge Jeep | $62,082.00 | Build | |
| Central | Primary | Beck Chrysler Dodge Jeep | $62,082.00 | Build | |
| Southern | Primary | Beck Chrysler Dodge Jeep | $62,182.00 | Build | |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

**Item:** 47, Ram, 5500 Regular Cab Chassis 4x4 (204.5" WB - CA of 120"), DP0L66

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Beck Chrysler Dodge Jeep | $62,417.00 | Build | |
| Northern | Primary | Beck Chrysler Dodge Jeep | $62,417.00 | Build | |
| Central | Primary | Beck Chrysler Dodge Jeep | $62,417.00 | Build | |
| Southern | Primary | Beck Chrysler Dodge Jeep | $62,517.00 | Build | |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 25,000 lbs. GVWR (DRW) 4x2 Tilt Cab

**Item:** 48, Battle Motors, Striker, Striker

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | RDK Assets Inc | $139,763.00 | Build | Options |
| | Alternate | Container Systems & Equipment Co., Inc. | $171,707.00 | Build | Options |
| Northern | Primary | RDK Assets Inc | $139,763.00 | Build | Options |
| | Alternate | Container Systems & Equipment Co., Inc. | $171,707.00 | Build | Options |
| Central | Primary | RDK Assets Inc | $139,763.00 | Build | Options |
| | Alternate | Container Systems & Equipment Co., Inc. | $171,707.00 | Build | Options |
| Southern | Primary | RDK Assets Inc | $139,763.00 | Build | Options |
| | Alternate | Container Systems & Equipment Co., Inc. | $171,707.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 25,000 lbs. GVWR (DRW) 4x2 Tilt Cab

**Item:** 49, Isuzu, FTR Chassis, MT1/G1

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary<br>Alternate | DeLand Truck Center, Inc.<br>Nextran Truck Centers | $84,257.00<br>$91,644.00 | Build<br>Build | Options<br>Options |
| Northern | Primary<br>Alternate | DeLand Truck Center, Inc.<br>Nextran Truck Centers | $84,257.00<br>$91,644.00 | Build<br>Build | Options<br>Options |
| Central | Primary<br>Alternate | DeLand Truck Center, Inc.<br>Nextran Truck Centers | $84,257.00<br>$91,644.00 | Build<br>Build | Options<br>Options |
| Southern | Primary<br>Alternate | DeLand Truck Center, Inc.<br>Nextran Truck Centers | $84,257.00<br>$91,644.00 | Build<br>Build | Options<br>Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 25,000 lbs. GVWR (DRW) 4x2 Tilt Cab

**Item:** 50, Kenworth, K270, K270

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | | | | | |
| Northern | Primary | Kenworth of Jacksonville | $97,639.00 | Build | Options |
| Central | Primary | All Roads Kenworth, LLC. | $113,900.00 | Build | Options |
| Southern | Primary | All Roads Kenworth, LLC. | $113,900.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

**Item:** 51, Ford, F-650 Regular Cab, F6D

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | BOZARD FORD | $68,466.00 | Build | Options |
| | Alternate | Bachrodt FT, LLC dba Palmetto Ford of Miami | $68,505.00 | Build | Options |
| | Alternate | Duval Ford LLC | $69,434.00 | Build | Options |
| Northern | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $68,405.00 | Build | Options |
| | Alternate | BOZARD FORD | $68,466.00 | Build | Options |
| | Alternate | Duval Ford LLC | $69,225.00 | Build | Options |
| Central | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $68,305.00 | Build | Options |
| | Alternate | BOZARD FORD | $68,618.00 | Build | Options |
| | Alternate | Duval Ford LLC | $69,296.00 | Build | Options |
| Southern | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $68,305.00 | Build | Options |
| | Alternate | BOZARD FORD | $68,618.00 | Build | Options |
| | Alternate | Duval Ford LLC | $69,434.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

**Item:** 52, Freightliner, M2, 106

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary<br>Alternate | SBL Freightliner, LLC<br>Tampa Truck Center | $81,500.00<br>$83,987.00 | Build<br>Build | Options<br>Options |
| Northern | Primary<br>Alternate | SBL Freightliner, LLC<br>Tampa Truck Center | $81,900.00<br>$83,987.00 | Build<br>Build | Options<br>Options |
| Central | Primary<br>Alternate | SBL Freightliner, LLC<br>Tampa Truck Center | $81,900.00<br>$83,987.00 | Build<br>Build | Options<br>Options |
| Southern | Primary<br>Alternate | SBL Freightliner, LLC<br>Tampa Truck Center | $81,400.00<br>$83,987.00 | Build<br>Build | Options<br>Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

**Item:** 53, Hino, L6, L6

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | TRUCKMAX, INC. | $78,327.00 | Build | Options |
| | Alternate | Nextran Truck Centers | $83,416.00 | Build | Options |
| Northern | Primary | TRUCKMAX, INC. | $78,327.00 | Build | Options |
| | Alternate | Nextran Truck Centers | $83,416.00 | Build | Options |
| | Alternate | Florida Kenworth, LLC | $86,924.00 | Build | Options |
| Central | Primary | TRUCKMAX, INC. | $78,327.00 | Build | Options |
| | Alternate | Florida Kenworth, LLC | $81,924.00 | Build | Options |
| Southern | Primary | TRUCKMAX, INC. | $78,327.00 | Build | Options |
| | Alternate | Florida Kenworth, LLC | $81,924.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

**Item:** 54, International, MV, 607

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Cumberland International Trucks of Florida | $86,250.00 | Build | Options |
| Northern | Primary | Cumberland International Trucks of Florida | $85,500.00 | Build | Options |
| Central | Primary<br>Alternate | Cumberland International Trucks of Florida<br>Sun State International Trucks | $85,500.00<br>$86,464.00 | Build<br>Build | Options<br>Options |
| Southern | Primary | Rechtien International Trucks | $86,750.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

**Item:** 55, Kenworth, T280, T280

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | | | | | |
| Northern | Primary | Florida Kenworth, LLC | $96,768.00 | Build | Options |
| | Alternate | Kenworth of Jacksonville | $98,829.00 | Build | Options |
| Central | Primary | Florida Kenworth, LLC | $91,768.00 | Build | Options |
| | Alternate | All Roads Kenworth, LLC. | $94,944.00 | Build | Options |
| Southern | Primary | Florida Kenworth, LLC | $91,768.00 | Build | Options |
| | Alternate | All Roads Kenworth, LLC. | $94,944.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

**Item:** 56, Mack, MD6, MD6

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Nextran Truck Centers | $84,931.00 | Build | Options |
| Northern | Primary | Nextran Truck Centers | $84,931.00 | Build | Options |
| Central | Primary | Nextran Truck Centers | $84,931.00 | Build | Options |
| Southern | Primary | Nextran Truck Centers | $84,931.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

**Item:** 57, Peterbilt, 536, 536

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Rush Truck Centers of Florida, Inc. | $100,000.00 | Build | Options |
| Northern | Primary | Rush Truck Centers of Florida, Inc. | $100,000.00 | Build | Options |
| Central | Primary | Rush Truck Centers of Florida, Inc. | $100,000.00 | Build | Options |
| Southern | Primary | The Peterbilt Store South Florida LLC | $100,850.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

**Item:** 58, Ford, F-750 Regular Cab, F7D

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | BOZARD FORD | $70,099.00 | Build | Options |
| | Alternate | Bachrodt FT, LLC dba Palmetto Ford of Miami | $70,133.00 | Build | Options |
| | Alternate | Duval Ford LLC | $71,072.00 | Build | Options |
| Northern | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $70,033.00 | Build | Options |
| | Alternate | BOZARD FORD | $70,099.00 | Build | Options |
| | Alternate | Duval Ford LLC | $70,863.00 | Build | Options |
| Central | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $69,933.00 | Build | Options |
| | Alternate | BOZARD FORD | $70,254.00 | Build | Options |
| | Alternate | Duval Ford LLC | $70,934.00 | Build | Options |
| Southern | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $69,933.00 | Build | Options |
| | Alternate | BOZARD FORD | $70,254.00 | Build | Options |
| | Alternate | Duval Ford LLC | $71,072.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

**Item:** 59, Freightliner, M2, 106

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Tampa Truck Center | $84,287.00 | Build | Options |
| | Alternate | Orlando Freightliner | $85,150.00 | Build | Options |
| | Alternate | SBL Freightliner, LLC | $85,600.00 | Build | Options |
| Northern | Primary | Tampa Truck Center | $84,287.00 | Build | Options |
| | Alternate | Orlando Freightliner | $84,688.00 | Build | Options |
| | Alternate | SBL Freightliner, LLC | $85,600.00 | Build | Options |
| Central | Primary | Orlando Freightliner | $83,688.00 | Build | Options |
| | Alternate | Tampa Truck Center | $84,287.00 | Build | Options |
| | Alternate | SBL Freightliner, LLC | $85,600.00 | Build | Options |
| Southern | Primary | SBL Freightliner, LLC | $83,400.00 | Build | Options |
| | Alternate | Orlando Freightliner | $84,250.00 | Build | Options |
| | Alternate | Tampa Truck Center | $84,788.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

**Item:** 60, Hino, L7, L7

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | TRUCKMAX, INC. | $79,827.00 | Build | Options |
| | Alternate | Nextran Truck Centers | $85,433.00 | Build | Options |
| Northern | Primary | TRUCKMAX, INC. | $79,827.00 | Build | Options |
| | Alternate | Nextran Truck Centers | $85,433.00 | Build | Options |
| | Alternate | Florida Kenworth, LLC | $88,582.00 | Build | Options |
| Central | Primary | TRUCKMAX, INC. | $79,827.00 | Build | Options |
| | Alternate | Florida Kenworth, LLC | $83,582.00 | Build | Options |
| Southern | Primary | TRUCKMAX, INC. | $79,827.00 | Build | Options |
| | Alternate | Florida Kenworth, LLC | $83,582.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

**Item:** 61, International, MV, 607

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Cumberland International Trucks of Florida | $87,700.00 | Build | Options |
| Northern | Primary | Cumberland International Trucks of Florida | $86,950.00 | Build | Options |
| Central | Primary | Cumberland International Trucks of Florida | $86,950.00 | Build | Options |
| | Alternate | Sun State International Trucks | $87,875.00 | Build | Options |
| Southern | Primary | Rechtien International Trucks | $87,990.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

**Item:** 62, Kenworth, T380, T380

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | | | | | |
| Northern | Primary | Florida Kenworth, LLC | $96,578.00 | Build | Options |
| | Alternate | Kenworth of Jacksonville | $98,845.00 | Build | Options |
| Central | Primary | Florida Kenworth, LLC | $91,578.00 | Build | Options |
| | Alternate | All Roads Kenworth, LLC. | $95,890.00 | Build | Options |
| Southern | Primary | Florida Kenworth, LLC | $91,578.00 | Build | Options |
| | Alternate | All Roads Kenworth, LLC. | $95,890.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

**Item:** 63, Kenworth, T480, T480

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | | | | | |
| Northern | Primary | Florida Kenworth, LLC | $103,763.00 | Build | Options |
| | Alternate | Kenworth of Jacksonville | $106,430.00 | Build | Options |
| Central | Primary | All Roads Kenworth, LLC. | $96,990.00 | Build | Options |
| | Alternate | Florida Kenworth, LLC | $98,763.00 | Build | Options |
| Southern | Primary | All Roads Kenworth, LLC. | $96,990.00 | Build | Options |
| | Alternate | Florida Kenworth, LLC | $98,763.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

**Item:** 64, Mack, MD7, MD7

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Nextran Truck Centers | $90,294.00 | Build | Options |
| Northern | Primary | Nextran Truck Centers | $90,294.00 | Build | Options |
| Central | Primary | Nextran Truck Centers | $90,294.00 | Build | Options |
| Southern | Primary | Nextran Truck Centers | $90,294.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

**Item:** 65, Peterbilt, 537, 537

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Rush Truck Centers of Florida, Inc. | $102,010.00 | Build | Options |
| Northern | Primary | Rush Truck Centers of Florida, Inc. | $102,010.00 | Build | Options |
| Central | Primary | Rush Truck Centers of Florida, Inc. | $102,010.00 | Build | Options |
| Southern | Primary | The Peterbilt Store South Florida LLC | $101,135.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

**Item:** 66, Western Star, 47X, 47X

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Tampa Truck Center | $117,655.00 | Build | Options |
| | Alternate | Orlando Freightliner | $118,473.00 | Build | Options |
| Northern | Primary | Tampa Truck Center | $118,200.00 | Build | Options |
| | Alternate | Orlando Freightliner | $118,473.00 | Build | Options |
| Central | Primary | Orlando Freightliner | $117,473.00 | Build | Options |
| | Alternate | Tampa Truck Center | $118,200.00 | Build | Options |
| Southern | Primary | Orlando Freightliner | $118,473.00 | Build | Options |
| | Alternate | Tampa Truck Center | $118,888.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

**Item:** 67, Freightliner, M2, 114SD

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Tampa Truck Center | $116,200.00 | Build | Options |
| | Alternate | Orlando Freightliner | $116,800.00 | Build | Options |
| | Alternate | SBL Freightliner, LLC | $117,600.00 | Build | Options |
| Northern | Primary | Tampa Truck Center | $116,400.00 | Build | Options |
| | Alternate | Orlando Freightliner | $116,800.00 | Build | Options |
| | Alternate | SBL Freightliner, LLC | $117,600.00 | Build | Options |
| Central | Primary | Orlando Freightliner | $115,917.00 | Build | Options |
| | Alternate | Tampa Truck Center | $116,400.00 | Build | Options |
| | Alternate | SBL Freightliner, LLC | $117,600.00 | Build | Options |
| Southern | Primary | SBL Freightliner, LLC | $115,600.00 | Build | Options |
| | Alternate | Orlando Freightliner | $116,800.00 | Build | Options |
| | Alternate | Tampa Truck Center | $116,950.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

**Item:** 68, International, HV, 615

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Cumberland International Trucks of Florida | $128,250.00 | Build | Options |
| Northern | Primary | Cumberland International Trucks of Florida | $127,500.00 | Build | Options |
| Central | Primary | Cumberland International Trucks of Florida | $127,500.00 | Build | Options |
| | Alternate | Sun State International Trucks | $127,619.00 | Build | Options |
| Southern | Primary | Rechtien International Trucks | $127,650.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

**Item:** 69, International, HX, 620F

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Cumberland International Trucks of Florida | $139,650.00 | Build | Options |
| Northern | Primary | Cumberland International Trucks of Florida | $138,900.00 | Build | Options |
| Central | Primary | Cumberland International Trucks of Florida | $138,900.00 | Build | Options |
| | Alternate | Sun State International Trucks | $138,995.00 | Build | Options |
| Southern | Primary | Rechtien International Trucks | $138,990.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

**Item:** 70, Kenworth, T880, T880

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | | | | | |
| Northern | Primary | Florida Kenworth, LLC | $140,831.00 | Build | Options |
| | Alternate | Kenworth of Jacksonville | $141,931.00 | Build | Options |
| Central | Primary | Florida Kenworth, LLC | $135,831.00 | Build | Options |
| | Alternate | All Roads Kenworth, LLC. | $144,205.00 | Build | Options |
| Southern | Primary | Florida Kenworth, LLC | $135,831.00 | Build | Options |
| | Alternate | All Roads Kenworth, LLC. | $144,205.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

**Item:** 71, Mack, AP or G Series, AP or G Series

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Nextran Truck Centers | $142,462.00 | Build | Options |
| Northern | Primary | Nextran Truck Centers | $142,462.00 | Build | Options |
| Central | Primary | Nextran Truck Centers | $142,462.00 | Build | Options |
| Southern | Primary | Nextran Truck Centers | $142,462.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

**Item:** 72, Peterbilt, 567, 567

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Rush Truck Centers of Florida, Inc. | $153,016.00 | Build | Options |
| Northern | Primary | Rush Truck Centers of Florida, Inc. | $153,016.00 | Build | Options |
| Central | Primary | Rush Truck Centers of Florida, Inc. | $153,016.00 | Build | Options |
| Southern | Primary | The Peterbilt Store South Florida LLC | $156,075.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

**Item:** 73, Volvo, V Series, V Series

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary<br>Alternate | TRUCKMAX, INC.<br>Nextran Truck Centers | $115,309.00<br>$128,156.00 | Build<br>Build | Options<br>Options |
| Northern | Primary<br>Alternate | TRUCKMAX, INC.<br>Nextran Truck Centers | $115,309.00<br>$128,156.00 | Build<br>Build | Options<br>Options |
| Central | Primary<br>Alternate | TRUCKMAX, INC.<br>Nextran Truck Centers | $115,309.00<br>$128,156.00 | Build<br>Build | Options<br>Options |
| Southern | Primary<br>Alternate | TRUCKMAX, INC.<br>Nextran Truck Centers | $115,309.00<br>$128,156.00 | Build<br>Build | Options<br>Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

**Item:** 74, Western Star, 47X, 47X

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Tampa Truck Center | $136,800.00 | Build | Options |
| | Alternate | Orlando Freightliner | $137,337.00 | Build | Options |
| Northern | Primary | Tampa Truck Center | $137,100.00 | Build | Options |
| | Alternate | Orlando Freightliner | $137,337.00 | Build | Options |
| Central | Primary | Orlando Freightliner | $136,337.00 | Build | Options |
| | Alternate | Tampa Truck Center | $137,100.00 | Build | Options |
| Southern | Primary | Orlando Freightliner | $137,337.00 | Build | Options |
| | Alternate | Tampa Truck Center | $138,200.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

**Item:** 75, Freightliner, M2, 112

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Tampa Truck Center | $109,555.00 | Build | Options |
| | Alternate | Orlando Freightliner | $110,191.00 | Build | Options |
| | Alternate | SBL Freightliner, LLC | $110,900.00 | Build | Options |
| Northern | Primary | Tampa Truck Center | $110,300.00 | Build | Options |
| | Alternate | Orlando Freightliner | $110,541.00 | Build | Options |
| | Alternate | SBL Freightliner, LLC | $111,500.00 | Build | Options |
| Central | Primary | Orlando Freightliner | $109,541.00 | Build | Options |
| | Alternate | Tampa Truck Center | $110,300.00 | Build | Options |
| | Alternate | SBL Freightliner, LLC | $110,900.00 | Build | Options |
| Southern | Primary | SBL Freightliner, LLC | $109,200.00 | Build | Options |
| | Alternate | Orlando Freightliner | $110,191.00 | Build | Options |
| | Alternate | Tampa Truck Center | $110,888.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

**Item:** 76, International, HV, 615

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Cumberland International Trucks of Florida | $125,250.00 | Build | Options |
| Northern | Primary | Cumberland International Trucks of Florida | $124,500.00 | Build | Options |
| Central | Primary | Sun State International Trucks | $124,428.00 | Build | Options |
| | Alternate | Cumberland International Trucks of Florida | $124,500.00 | Build | Options |
| Southern | Primary | Rechtien International Trucks | $124,650.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

**Item:** 77, International, HX, 620F

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Cumberland International Trucks of Florida | $137,550.00 | Build | Options |
| Northern | Primary | Cumberland International Trucks of Florida | $136,800.00 | Build | Options |
| Central | Primary | Sun State International Trucks | $136,697.00 | Build | |
| | Alternate | Cumberland International Trucks of Florida | $136,800.00 | Build | Options |
| Southern | Primary | Rechtien International Trucks | $136,990.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

**Item:** 79, Kenworth, T880, T880

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | | | | | |
| Northern | Primary | Florida Kenworth, LLC | $137,984.00 | Build | Options |
| | Alternate | Kenworth of Jacksonville | $141,410.00 | Build | Options |
| Central | Primary | Florida Kenworth, LLC | $132,984.00 | Build | Options |
| | Alternate | All Roads Kenworth, LLC. | $138,190.00 | Build | Options |
| Southern | Primary | Florida Kenworth, LLC | $132,984.00 | Build | Options |
| | Alternate | All Roads Kenworth, LLC. | $138,190.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

**Item:** 80, Mack, AP or G Series, AP or G Series

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Nextran Truck Centers | $151,453.00 | Build | Options |
| Northern | Primary | Nextran Truck Centers | $151,453.00 | Build | Options |
| Central | Primary | Nextran Truck Centers | $151,453.00 | Build | Options |
| Southern | Primary | Nextran Truck Centers | $151,453.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

**Item:** 81, Peterbilt, 5671, 5671

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Rush Truck Centers of Florida, Inc. | $150,014.00 | Build | Options |
| Northern | Primary | Rush Truck Centers of Florida, Inc. | $150,014.00 | Build | Options |
| Central | Primary | Rush Truck Centers of Florida, Inc. | $150,014.00 | Build | Options |
| Southern | Primary | The Peterbilt Store South Florida LLC | $150,755.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

**Item:** 82, Volvo, V Series, V Series

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary<br>Alternate | TRUCKMAX, INC.<br>Nextran Truck Centers | $117,614.00<br>$137,554.00 | Build<br>Build | Options<br>Options |
| Northern | Primary | Nextran Truck Centers | $137,554.00 | Build | Options |
| Central | Primary<br>Alternate | TRUCKMAX, INC.<br>Nextran Truck Centers | $117,614.00<br>$137,554.00 | Build<br>Build | Options<br>Options |
| Southern | Primary<br>Alternate | TRUCKMAX, INC.<br>Nextran Truck Centers | $117,614.00<br>$137,554.00 | Build<br>Build | Options<br>Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

**Item:** 83, Western Star, 49X, 49X

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Tampa Truck Center | $133,855.00 | Build | Options |
| | Alternate | Orlando Freightliner | $134,900.00 | Build | Options |
| | Alternate | SBL Freightliner, LLC | $140,950.00 | Build | Options |
| Northern | Primary | Tampa Truck Center | $134,400.00 | Build | Options |
| | Alternate | Orlando Freightliner | $134,900.00 | Build | Options |
| | Alternate | SBL Freightliner, LLC | $140,950.00 | Build | Options |
| Central | Primary | Orlando Freightliner | $133,791.00 | Build | Options |
| | Alternate | Tampa Truck Center | $134,400.00 | Build | Options |
| | Alternate | SBL Freightliner, LLC | $139,950.00 | Build | Options |
| Southern | Primary | Orlando Freightliner | $134,900.00 | Build | Options |
| | Alternate | SBL Freightliner, LLC | $134,950.00 | Build | Options |
| | Alternate | Tampa Truck Center | $135,688.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

**Item:** 84, Battle Motors, Raider EV, Raider EV

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Container Systems & Equipment Co., Inc. | $460,513.00 | Build | Options |
| Northern | Primary | Container Systems & Equipment Co., Inc. | $460,513.00 | Build | Options |
| Central | Primary | Container Systems & Equipment Co., Inc. | $460,513.00 | Build | Options |
| Southern | Primary | Container Systems & Equipment Co., Inc. | $460,513.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

**Item:** 85, Kenworth, L770E, L770E

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | | | | | |
| Northern | Primary | Florida Kenworth, LLC | $448,625.00 | Build | Options |
| | Alternate | Kenworth of Jacksonville | $475,550.00 | Build | Options |
| Central | Primary | Florida Kenworth, LLC | $443,625.00 | Build | Options |
| | Alternate | All Roads Kenworth, LLC. | $534,360.00 | Build | Options |
| Southern | Primary | Florida Kenworth, LLC | $443,625.00 | Build | Options |
| | Alternate | All Roads Kenworth, LLC. | $534,360.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

**Item:** 86, Mack, Mack LR Electric, Lre

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Nextran Truck Centers | $471,351.00 | Build | Options |
| Northern | Primary | Nextran Truck Centers | $471,351.00 | Build | Options |
| Central | Primary | Nextran Truck Centers | $471,351.00 | Build | Options |
| Southern | Primary | Nextran Truck Centers | $471,351.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

**Item:** 87, Peterbilt, 520EV, 520EV

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Rush Truck Centers of Florida, Inc. | $475,682.00 | Build | Options |
| Northern | Primary | Rush Truck Centers of Florida, Inc. | $475,682.00 | Build | Options |
| Central | Primary | Rush Truck Centers of Florida, Inc. | $475,682.00 | Build | Options |
| Southern | Primary | The Peterbilt Store South Florida LLC | $475,451.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

**Item:** 88, Autocar, ACX64, ACX64

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $213,989.00 | Build | Options |
| Northern | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $211,989.00 | Build | Options |
| | Alternate | Florida Kenworth, LLC | $214,787.00 | Build | Options |
| Central | Primary | Florida Kenworth, LLC | $209,787.00 | Build | Options |
| Southern | Primary | Bachrodt FT, LLC dba Palmetto Ford of Miami | $205,989.00 | Build | Options |
| | Alternate | Florida Kenworth, LLC | $209,787.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

**Item:** 89, Battle Motors, Raider, Raider

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | RDK Assets Inc | $198,789.00 | Build | Options |
| | Alternate | Container Systems & Equipment Co., Inc. | $209,892.00 | Build | Options |
| Northern | Primary | RDK Assets Inc | $198,789.00 | Build | Options |
| | Alternate | Container Systems & Equipment Co., Inc. | $209,892.00 | Build | Options |
| Central | Primary | RDK Assets Inc | $198,789.00 | Build | Options |
| | Alternate | Container Systems & Equipment Co., Inc. | $209,892.00 | Build | Options |
| Southern | Primary | RDK Assets Inc | $198,789.00 | Build | Options |
| | Alternate | Container Systems & Equipment Co., Inc. | $209,892.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

**Item:** 90, Kenworth, L770, L770

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | | | | | |
| Northern | Primary | Kenworth of Jacksonville | $195,251.00 | Build | Options |
| | Alternate | Florida Kenworth, LLC | $208,351.00 | Build | Options |
| Central | Primary | All Roads Kenworth, LLC. | $194,194.00 | Build | Options |
| | Alternate | Florida Kenworth, LLC | $203,351.00 | Build | Options |
| Southern | Primary | All Roads Kenworth, LLC. | $194,194.00 | Build | Options |
| | Alternate | Florida Kenworth, LLC | $203,351.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

**Item:** 91, Mack, TE Series, TE Series

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Nextran Truck Centers | $196,167.00 | Build | Options |
| Northern | Primary | Nextran Truck Centers | $196,167.00 | Build | Options |
| Central | Primary | Nextran Truck Centers | $196,167.00 | Build | Options |
| Southern | Primary | Nextran Truck Centers | $196,167.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

**Item:** 92, Peterbilt, 520, 520

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Rush Truck Centers of Florida, Inc. | $204,510.00 | Build | Options |
| Northern | Primary | Rush Truck Centers of Florida, Inc. | $204,510.00 | Build | Options |
| Central | Primary | Rush Truck Centers of Florida, Inc. | $204,510.00 | Build | Options |
| Southern | Primary | The Peterbilt Store South Florida LLC | $209,749.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Refuse Truck: Compact 9.5 Cubic Yds. Self Loading Refuse Truck

**Item:** 93, Broyhill, TD3.6, TD3.6

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Broyhill Equipment LLC | $272,645.00 | Build | Options |
| Northern | Primary | Broyhill Equipment LLC | $272,645.00 | Build | Options |
| Central | Primary | Broyhill Equipment LLC | $272,645.00 | Build | Options |
| Southern | Primary | Broyhill Equipment LLC | $272,645.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Spray Truck: 19,500 lbs. GVWR 4x2, Mounted 1,000 gal ROW Spray Unit

**Item:** 94, Chemical Containers, Inc., 1,025 Gallon Right of Way Spray Truck, CCI1025ROW

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | BOZARD FORD | $182,065.00 | Build | |
| Northern | Primary | BOZARD FORD | $182,065.00 | Build | |
| Central | Primary | BOZARD FORD | $182,065.00 | Build | |
| Southern | Primary | Rechtien International Trucks | $147,760.00 | Build | Options |
| | Alternate | The Peterbilt Store South Florida LLC | $174,000.00 | Build | Options |
| | Alternate | BOZARD FORD | $182,065.00 | Build | |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Tactical Armored Vehicles

**Item:** 95, Ford/IAG, Sentinel, ARV

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Duval Ford LLC | $338,326.00 | Build | Options |
| Northern | Primary | Duval Ford LLC | $336,926.00 | Build | Options |
| Central | Primary | Duval Ford LLC | $337,299.00 | Build | Options |
| Southern | Primary | Duval Ford LLC | $338,552.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Tactical Armored Vehicles

**Item:** 96, Terradyne, Gurkha MPV, Gurkha MPV

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Terradyne Armored Vehicles Inc. | $245,058.00 | Build | Options |
| Northern | Primary | Terradyne Armored Vehicles Inc. | $245,058.00 | Build | Options |
| Central | Primary | Terradyne Armored Vehicles Inc. | $245,553.00 | Build | Options |
| Southern | Primary | Terradyne Armored Vehicles Inc. | $246,047.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Terminal Tractor

**Item:** 98, Capacity, TJ, 5000

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Cumberland International Trucks of Florida | $137,500.00 | Build | Options |
| Northern | Primary | Cumberland International Trucks of Florida | $137,500.00 | Build | Options |
| Central | Primary | Cumberland International Trucks of Florida | $137,500.00 | Build | Options |
| Southern | Primary | Cumberland International Trucks of Florida | $137,500.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Terminal Tractor

**Item:** 99, Kalmar Ottawa, T2, 71056

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Ottawa Trucks Center Inc. | $139,329.00 | Build | Options |
| | Alternate | Kenworth of Jacksonville | $144,675.00 | Build | Options |
| Northern | Primary | Ottawa Trucks Center Inc. | $139,329.00 | Build | Options |
| | Alternate | Kenworth of Jacksonville | $144,425.00 | Build | Options |
| Central | Primary | Ottawa Trucks Center Inc. | $139,329.00 | Build | Options |
| | Alternate | Kenworth of Jacksonville | $144,775.00 | Build | Options |
| Southern | Primary | Ottawa Trucks Center Inc. | $139,329.00 | Build | Options |
| | Alternate | Kenworth of Jacksonville | $144,975.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Terminal Tractor

**Item:** 100, Kalmar Ottawa, T2 4x2 Offroad, 71055

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Ottawa Trucks Center Inc. | $137,387.00 | Build | Options |
| | Alternate | Kenworth of Jacksonville | $142,295.00 | Build | Options |
| Northern | Primary | Ottawa Trucks Center Inc. | $137,387.00 | Build | Options |
| | Alternate | Kenworth of Jacksonville | $142,045.00 | Build | Options |
| Central | Primary | Ottawa Trucks Center Inc. | $137,387.00 | Build | Options |
| | Alternate | Kenworth of Jacksonville | $142,395.00 | Build | Options |
| Southern | Primary | Ottawa Trucks Center Inc. | $137,387.00 | Build | Options |
| | Alternate | Kenworth of Jacksonville | $142,495.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Terminal Tractor

**Item:** 101, Tico, Pro-Spotter, Pro-Spotter

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Tampa Truck Center | $158,242.00 | Build | Options |
| Northern | Primary | Tampa Truck Center | $158,242.00 | Build | Options |
| Central | Primary | Tampa Truck Center | $158,242.00 | Build | Options |
| Southern | Primary | Tampa Truck Center | $158,242.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Utility Truck: 33,000 lbs. GVWR 4x4, Digger Derrick

**Item:** 102, Altec, DM47, DM47

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Altec Industries, Inc. | $332,500.00 | Build | Options |
| Northern | Primary | Altec Industries, Inc. | $332,500.00 | Build | Options |
| Central | Primary | Altec Industries, Inc. | $332,500.00 | Build | Options |
| Southern | Primary | Altec Industries, Inc. | $332,500.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Utility Truck: 33,000 lbs. GVWR 4x4, Digger Derrick

**Item:** 103, Terex, Commander 4047, Commander 4047

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Ring Power Corporation | $312,355.00 | Build | |
| Northern | Primary | Ring Power Corporation | $312,355.00 | Build | |
| Central | Primary | Ring Power Corporation | $312,355.00 | Build | |
| Southern | Primary | Ring Power Corporation | $312,355.00 | Build | |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Utility Truck: 33,000 lbs. GVWR 4x4, Mounted Aerial Device

**Item:** 104, Altec, AA55, AA55

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Altec Industries, Inc. | $295,491.00 | Build | Options |
| Northern | Primary | Altec Industries, Inc. | $295,491.00 | Build | Options |
| Central | Primary | Altec Industries, Inc. | $295,491.00 | Build | Options |
| Southern | Primary | Altec Industries, Inc. | $295,491.00 | Build | Options |

**Bid Award**

**Contract:** FSA25-VEH23.0, Heavy Trucks and Buses

**Group:** Utility Truck: 33,000 lbs. GVWR 4x4, Mounted Aerial Device

**Item:** 105, Terex, TC55 Optima, TC55 Optima

**Description:** Refer FSA Base Specifications PDF document.

**Model Upgrade/Downgrade:**

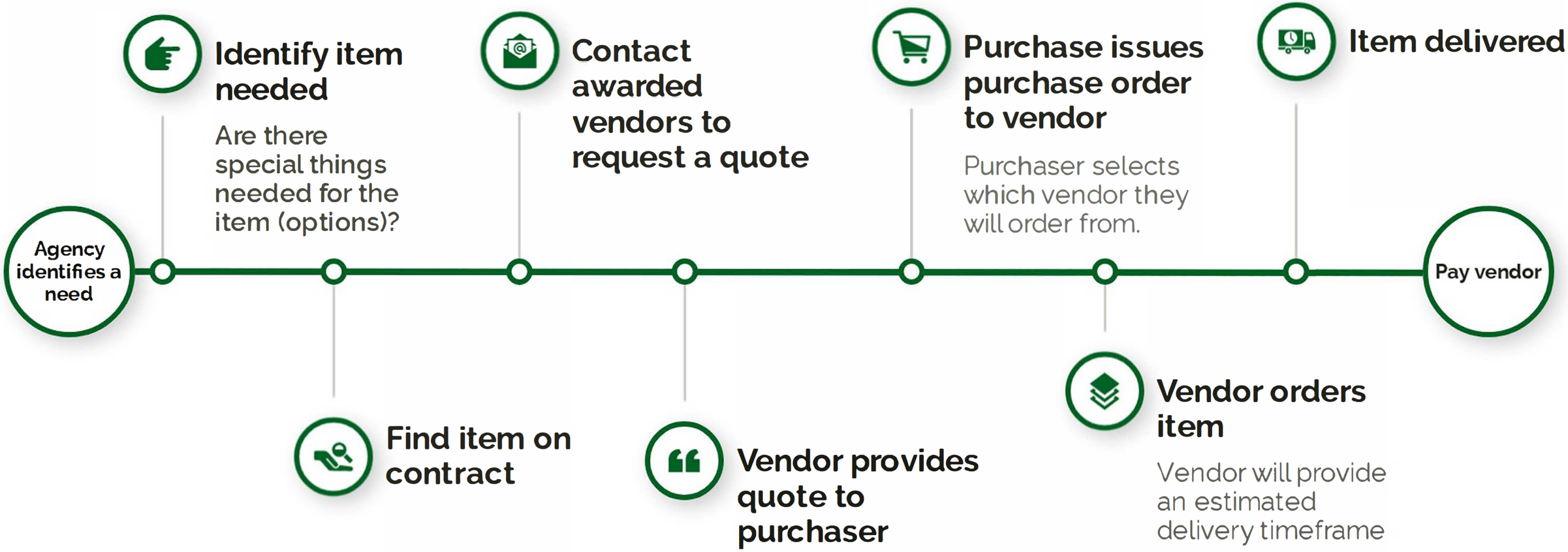
| Zone | Rank | Vendor | Price | Build File | Options File |
|---|---|---|---|---|---|
| Western | Primary | Ring Power Corporation | $274,718.00 | Build | |
| Northern | Primary | Ring Power Corporation | $274,718.00 | Build | |
| Central | Primary | Ring Power Corporation | $274,718.00 | Build | |
| Southern | Primary | Ring Power Corporation | $274,718.00 | Build | |

# FSA Cooperative Purchasing Program




# FSA25-VEH23.0: Heavy Trucks and Buses
# How to Order

# How to Purchase



# FSA Cooperative Purchasing Program

# FSA25-VEH23.0: Heavy Trucks and Buses Terms and Conditions

**Florida Sheriffs Association**

**Cooperative Purchasing Program**

Contract Terms and Conditions

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# 1.0 GENERAL CONDITIONS

## 1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association ("FSA"). Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

## 1.02 PURPOSE

The Florida Sheriffs Association invites interested bidders, including manufacturers and dealers or authorized representatives (each a "Bidder" and together, "Bidders"), to submit responses in accordance with this solicitation document for Bid FSA25-VEH23.0 Heavy Trucks and Buses. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and/or manufacturers' authorized dealers for contract terms specified under Section 1.03 for the purchase of on a "no trade-in basis."

## 1.03 TERM OF CONTRACT

The term for Contract FSA25-VEH23.0 Heavy Trucks and Buses ("Contract" or "Agreement") shall remain in effect for two years from date of Contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of this Contract begins October 1, 2025, and ends September 30, 2027.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

## 1.04 JURISDICTION

This Agreement and the provisions contained herein shall be governed by and interpreted and construed in accordance with the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall lie in the appropriate court in and for Leon County, Florida.

## 1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, *Florida Statutes*, exempts the sheriffs' offices from the provisions of the Florida Statutes that would otherwise require sealed and competitive bidding procedures "concerning the purchase and procurement of supplies and equipment, selection of personnel, and the hiring, firing, and setting of salaries of such personnel".

The Offices of the Sheriff are not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

## 1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of a contract must be appropriated by the Florida Legislature, the individual purchaser or the purchaser's appropriating authority for each fiscal year included within the contract period. For such purchasers, their performances and obligations to pay for products or services under any resulting contract or Purchase Order, including this Contract, are contingent upon such an annual appropriation by the Legislature, individual purchaser or by the appropriating authority. Therefore, any contract or Purchase Order, including this Contract, with such a purchaser shall automatically terminate without penalty or termination costs in the event of non-appropriation.

## 1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this Contract relating to currency are to be made in United States Dollars.

## 1.08 GENERAL DEFINITIONS

The terms used in this Contract are defined as the following:

A. Bidder: A business or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with these Terms and Conditions. A bidder, that is not the Manufacturer, must be authorized by the Manufacturer to market and sell an item for which they are bidding.

B. Bid System: The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.

C. Build Sheet: A document from the Bidder that confirms that the item submitted meets or exceeds the FSA Base Specifications. Build Sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.

D. Dealer: An enterprise authorized by the Manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.

E. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

F. Factory: Refers to the Manufacturer produced products.

G. Fleet Advisory Committee ("Committee"): An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The Committee makes recommendations to the FSA CPP but is not responsible for final awards.

H. Florida Sheriffs Association Cooperative Purchasing Program ("FSA CPP"): The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).

I. FSA Base Specifications: Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the Manufacturer's standard item.

J. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, Dealers and Manufacturers to submit a price offer on a specific product to be provided. This term shall include the FSA Base Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or purchase orders based on oral or written quotations.

K. Manufacturer: The original producer or provider of items offered on this Contract.

L. Manufacturer's Suggested Retail Price ("MSRP"): The Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
    a. Manufacturer's Computer Printouts
    b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
    c. Manufacturer's Annual U.S. Price Book
    d. Manufacturer's official website

M. Non-Scheduled Option: Any optional new or unused component, feature or configuration that is not included or listed in the FSA Base Specifications or options provided by the Vendor.

N. Production Cutoff: A date used by Manufacturers to notify vendors and Dealers that the Manufacturer has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle Manufacturers use this term when referring to any given model year for production.

O. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.

P. Purchase Order: An official request for order from a purchaser to an awarded Vendor for an item that has been awarded on this Contract. Purchase Orders placed using this Contract formalize the Terms and Conditions of this Contract under which a Vendor furnishes items to a purchaser.

Q. Purchaser: An entity that seeks to obtain items awarded on this Contract by meeting the eligible user criteria.

R. Qualifications Packet: This packet containing the required forms, attestations, authorizations, and organizational information needed by Bidders to qualify.

S. Terms and Conditions: This document, which serves as the governing Invitation to Bid and Contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a Qualifications Packet during the bid process indicating they agree to comply with the Terms and Conditions, and that this will serve as the

Contract for both parties, should the Bidder(s) receive award. Bidder must respond to the Contract Signature Form affirming acceptance of the Terms and Conditions, which will serve as the Contract for both parties, should the Bidder receive an award.

T. Third Party Supplier: Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this Contract. Third Party Suppliers are contractors and/or subcontractors under the direction and responsibility of the Bidder or Vendor.

U. Vendor: The Bidder(s) that receive award, who agree to provide the contract items that meet the requirements of this ITB and FSA Base Specifications of the Contract. The Vendor must agree to the Terms and Conditions, which will serve as the governing Contract. If the Vendor is not the Manufacturer, the Vendor must be authorized by the Manufacturer to market, sell, provide, and service all awarded items.

V. Vendor Installed: A product or service provided by the Vendor or other third party; not the factory.

## 1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bid contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida ("State"). This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in Section 60A-1.001(2), *Florida Administrative Code* ("F.A.C.").

All purchasers are bound by applicable Federal and State law, local ordinances, rules and regulations for purchases made under this Contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, awarded bids can be extended and guaranteed to other entities, which can include out-of-state sales, in accordance with Vendors' individual Manufacturers' agreements. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their Manufacturers' agreements and must agree to the Terms and Conditions.

## 1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply to this Contract and all services, work, materials, and supplies provided by Vendor in order to fulfill its obligations under this Contract. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept Purchase Orders funded in whole or in part with Federal funds. By opting in, Bidders certify that they are willing to comply with the requirements outlined in Appendix D upon receipt of a federally funded Purchase Order. This is not a requirement of the Invitation to Bid or Contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded Purchase Orders. FSA CPP has taken actions to provide and develop information, materials, and resources for Bidders, Vendors and purchasers that will assist in the use of Federal funding with this

Contract. It is the responsibility of the purchaser to determine compliance for each Vendor, if they wish to use Federal funds for purchase or intend to request reimbursements using Federal funds.

## 1.11 PATENTS & ROYALTIES

The Vendor, without exception, shall indemnify and hold harmless the Florida Sheriffs Association ("FSA") and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Contract, including its use by the FSA or a purchaser.

If the Bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

## 1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA CPP that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms and Conditions, regarding the items and services specifications, safety, and environmental requirements shall immediately become a part of the Terms and Conditions. The Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Vendor shall contact the FSA CPP immediately.

## 1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

## 1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

## 1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation because of a disability at the bid opening must contact the FSA Human Resources at (850) 877-2165.

## 1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA CPP makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

FSA CPP takes necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. FSA CPP will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-certify in the Qualifications Packet whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise, and disadvantaged business.

## 1.17 ANTI-DISCRIMINATION, E-VERIFY, AND ANTI-HUMAN TRAFFICKING REQUIREMENTS

The Bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

The Vendor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. The Vendor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The FSA CPP, or purchaser, may terminate this Agreement immediately for cause if there is a good faith belief that the Vendor has knowingly violated Section 448.091, *Florida Statutes*.

If the Vendor anticipates entering into agreements with a subcontractor for the services and/or work contemplated under this Agreement, the Vendor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the FSA CPP, or purchaser, upon request.

In the event that the FSA CPP, or purchaser, has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Vendor has otherwise complied with its obligations hereunder, the FSA CPP, or purchaser, shall promptly notify the Vendor. The Vendor agrees to immediately terminate the agreement with the subcontractor upon notice from the FSA CPP or purchaser. Further, absent such notification from the FSA CPP or purchaser, the Vendor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Contract, the Vendor represents that no public employer has terminated a contract with the Vendor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Contract.

The Vendor certifies, by acceptance of this Contract, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Vendor agrees to execute an affidavit in a form satisfactory to FSA CPP or the purchaser in compliance with Section 787.06(13), *Florida Statutes*.

## 1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of FSA Base Specifications shall be upon the basis of this statement.

## 1.19 PUBLIC ENTITY CRIMES ("PEC") AND SCRUTINIZED COMPANIES STATEMENTS

In accordance with the Public Entity Crimes Act, Section 287.133, *Florida Statutes*, a person or affiliate who has been placed on the convicted vendor list, maintained by the State of Florida Department of Management Services following a conviction for public entity crimes, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

In accordance with Section 287.135, *Florida Statutes*, Bidder certifies that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Bidder and/or Vendor, if status changes after award, shall immediately notify FSA CPP and/or the purchaser. If Bidder and/or Vendor, if applicable after award, is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the FSA CPP may immediately terminate this Contract.

## 1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. The FSA State Sales Tax and Use Certificate Number is 85-8012646919C-3.

## 1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms and Conditions, if issued
- Contract Conditions
- General Conditions

- Addenda to FSA Base Specifications, if issued
- FSA Base Specifications
- Bidder Instructions

## 1.22 COMMUNICATIONS

Communications between a Bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation to Bid or in any written addendum to this Invitation to Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or Eligible Users.

## 1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA CPP by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA CPP website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a formal addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent formal addenda, if any, shall govern over prior formal addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a formal addendum.

The bid submission constitutes acknowledgment of addenda to the FSA Base Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the Contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

## 1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

## 1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a Manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor *prior to* conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms and Conditions throughout the remaining term of the Contract.

## 1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (Manufacturer or brand), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the Contract. In the event of a termination of a product line (Manufacturer or brand), the purchaser shall compensate the Vendor in accordance with the Contract for all goods delivered by the Vendor prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the termination.

## 1.27 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a Contract under the Terms and Conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP, in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of a Contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

## 1.28 VENDOR ABILITY TO PERFORM

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a Manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the Contract term, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the Contract.

By responding to this Invitation to Bid, the Bidder warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Bidder's ability to satisfy the obligations of a resulting contract. The Bidder warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133, *Florida Statutes*, or on any similar list maintained by any other state or the federal government. The Bidder, by responding to this Invitation to Bid, acknowledges and warrants that, if selected, Bidder (being then considered a "Vendor") shall immediately notify the FSA CPP and purchaser(s) in writing if its ability to perform is compromised in any manner during the term of the Contract.

## 1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the Contract Signature Form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this Invitation to Bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the Contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

## 1.30 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Bidder (or, if after award, the Vendor) must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

## 1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with Vendor.

## 1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidder's products or services.

## 1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria, in order:

- Bidder within the State of Florida; and if none, then,
- Vendors' performance record with purchasers; and if none, then
- Coin Toss.

## 1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this Contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assignees, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to Purchase Orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this Contract or for such period of time as is required for retaining public records pursuant to Florida law. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP and its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three (3) business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assignees, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA or purchaser(s).

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total Contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

## 1.35 LICENSES AND PERMITS

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be actively registered to do business in the State of Florida on SunBiz.gov.

## 1.36 PERFORMANCE BONDS

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

## 1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

## 1.38 INDEPENDENT PREPARATION

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders and Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same Manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same Manufacturer and product line.

## 1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

## 1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and costs incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this Contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent (10%) of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's ("AAA") commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorneys' fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorneys' fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

## 1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the Contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms and Conditions.

Vendors that are not in compliance with any of the provisions of this Contract can be assessed liquidated damages, suspended or terminated from the Contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the Contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result in termination of the Contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the Contract with respect to either the FSA CPP and/or the purchaser, the Contract can be terminated immediately and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to: failure to perform, refusal to accept orders during the Contract term while Manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the Contract.

Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this Contract to accept such Purchase Order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms and Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor, plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to

which FSA CPP is entitled, according to Section 3.25, and any attorneys' fees incurred in the recovery of these damages.

## 1.42 SEVERABILITY

In the event any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Contract, which shall remain in full force and effect and enforceable in accordance with its terms.

## 1.43 TERMINATION FOR CAUSE

If, through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this Contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within ten (10) business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the Vendor in accordance with the Contract for all services performed by the Vendor prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the Contract by the Vendor, and the FSA may reasonably withhold payments to the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

## 1.44 TERMINATION WITHOUT CAUSE

The FSA can terminate the Contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective thirty (30) calendar days following receipt by Vendor of such notice.

In the event of termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the Contract or cancellation charges.

Any payments to the Vendor shall be only to the total extent of the purchaser's liability for goods or services delivered prior to the date of notice to terminate the Contract.

## 1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The FSA CPP logo may be used by Vendors in accordance with the policy contained in this Section 1.45. Use of the FSA CPP logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request use of the FSA CPP logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use it. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

# 2.0 BIDDER INSTRUCTIONS

## 2.01 QUALIFICATION

Bidders are required to complete the Qualifications Packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.09, Mandatory Pre-Bid Meeting.

Qualifications Packet information required for bid submission include:

- Qualification Form
  - Contact Information
  - Business Profile
  - References
  - Disqualifications & Defaults
- Compliance Attestations
  - E-Verify
  - Anti-Human Trafficking
  - Workers' Compensation
  - Drug-Free Workplace
  - Compliance with Applicable Federal, State, and Local Laws and Ordinances
  - Sunbiz
- Federal Compliance

The Qualifications Packet is located on the Bid System.

## 2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the Manufacturer.

## 2.03 INSURANCE AND INDEMNIFICATION

Vendor shall maintain, at its sole cost and expense, the insurance coverages required by FSA and purchasers through the duration of this Contract, with limits of liability not less than the following:

- Workers' Compensation Insurance in accordance with the laws of the State of Florida.
- Comprehensive General Liability Insurance covering the Vendor's legal liability for bodily injury and property damage, contractual liability, and completed products and operation, with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate, and covering at least the following hazards:
  - Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- Automobile Liability Insurance covering the Vendor's legal liability for bodily injury and property damage in limits of not less than $1,000,000 per occurrence, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Vendor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- Garage Keepers Liability Insurance covering the Vendor's legal liability for property damage in limits of not less than $1,000,000 per occurrence.

It is understood and agreed that all insurance policies of insurance provided by the Vendor are primary coverage and non-contributory with respect to any insurance or self-insurance the FSA or purchasers possess that may apply to a loss resulting from the work performed pursuant to this Contract. All insurance policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

Vendor shall be fully liable for the actions of its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, performing work under this Contract, and shall fully indemnify and hold harmless the Florida Sheriffs Association ("FSA"), the purchasers, and each of their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees and court costs, arising from or relating to negligence, omissions, personal injury or damage to real or personal tangible property alleged to be caused in whole or in part by Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers; provided, however, that the Vendor shall not indemnify for that portion of any loss or damages resulting directly from the grossly negligent acts or omissions of the FSA or purchasers or for that portion of any loss or damages proximately caused by intentional wrongful acts or omissions of the FSA or purchasers.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating. At no time shall the Vendor be without insurance in the required amounts. No policy may be changed to provide for less coverage than is required or canceled during the term of this Contract without at least thirty (30) days' written notice to the FSA and/or purchasers, as applicable.

The Vendor must specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work to be performed by Vendor pursuant to this Contract and of all damage or injury to any person or property wherever located, resulting from any action, omission or operation by the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, under this Contract or in connection with the work contemplated herein. It is understood and agreed that at all times the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, are acting as independent contractors to the FSA and/or purchasers, as applicable. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between the FSA and/or purchasers and the Vendor or any of its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, or anyone directly or indirectly employed by the Vendor. The parties acknowledge that the Vendor is not an employee for state or federal tax purposes. The Vendor shall hire and pay all of Vendor's employees, agents, subcontractors or anyone directly or indirectly employed by the Vendor, all of whom at all times being entirely under the Vendor's supervision, direction and control. The Vendor shall be responsible for the means, manner, and methods by which its duties, obligations, and responsibilities under this Contract are met to the satisfaction of the FSA and/or purchasers, as applicable. The Vendor shall be responsible for every part of the work contemplated herein, and for all labor, expertise, materials, tools, appliances and property of every description, used in connection with this Contract.

The Vendor will secure and maintain policies of third-party suppliers performing work or providing services and/or materials to or for Vendor in furtherance of Vendor's performance under this Contract. All third-party supplier insurance policies must be made available to the FSA and/or purchasers upon written request. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies will not relieve the Vendor or any of its third-party suppliers of each of their liabilities and obligations under any section or provisions of this Contract. Vendor must be as fully responsible to the FSA and/or

purchasers for the acts and omissions of the third-party suppliers and of persons employed by the third-party suppliers as Vendor is for acts and omissions of persons directly employed by the Vendor.

The FSA and/or purchasers may request, and upon such request the Vendor must furnish, proof of insurance, within seven (7) calendar days of receipt of the written request once the contract times have commenced. Should the Vendor fail to provide acceptable evidence of current insurance during the Contract term, the FSA and/or purchasers, as applicable, have the right, but not obligation, to consider the Contract breached and terminate the Contract effective immediately, in the sole discretion of the FSA and/or purchasers, as applicable. If Vendor fails to have secured and maintained the required insurance, the FSA and/or purchasers has the right to consider alternate insurance coverage proffered by the Vendor, but has no obligation to do so.

The FSA and/or purchasers will give the Vendor the opportunity to take over and settle or defend any such action at Vendor's sole expense. As permitted by law and within a reasonable time period, the FSA and/or purchasers will give the Vendor written notice of an action or threatened action. Vendor will not be liable for commercially unreasonable costs, expenses or compromises incurred solely by the FSA, or purchasers, in any legal action without Vendor's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Comprehensive General liability insurance coverage, Automobile liability insurance coverage, and Garage Keeper's liability insurance coverage must extend to and include the following contractual indemnity and hold harmless agreement:

> *The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries and for all damages to property, including tangible and intangible, per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees (including paralegal and other expert and support service fees) and the cost of appeals arising out of any such claims or suits because of any and all acts, omissions or commissions by the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers under the Contract FSA25-VEH23.0 Heavy Trucks and Buses.*

The foregoing indemnity agreement must apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive gross negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this Contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor, at all times during the full duration of work under this Contract, including any extra or additional work approved by and consented to in writing by the parties in connection with this Contract, shall meet the requirements of the foregoing provisions.

## 2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the Manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the Manufacturer's latest literature unless otherwise noted in the Bid System or FSA Base Specifications.

The FSA Base Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA Base Specifications. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA Base Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the Manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable FSA Base Specifications, unless a purchaser specifically issues a Purchase Order for a base item and option that differs from the FSA Base Specifications. Failure of a Vendor to comply with these provisions will result in Vendor being held responsible for all costs required to bring the item into compliance with the contract specifications.

## 2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

## 2.06 MISTAKES

Bidders are expected to examine the FSA Base Specifications, delivery schedules, bid prices and all information pertaining to servicing this Contract before submitting a bid. Failure to do so will be at the Bidder's risk.

## 2.07 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms and Conditions must be documented in Bidder's submission. Exceptions to the FSA Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms and Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

## 2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the Manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with FSA Base Specifications. If a bid uses equivalents without prior approval, the bid may be disqualified.

## 2.09 MANDATORY PRE-BID MEETING

Bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for Bidders, the Fleet Advisory Committee, and the FSA CPP to clarify questions on the Terms and Conditions and to confirm all FSA Base Specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the FSA Base Specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory Pre-Bid Meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms and Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

## 2.10 PRICES QUOTED

Items and options should reflect the most complete price and be below MSRP and, at a minimum, should cover the cost of the item or option bid.

Prices quoted in the bid submission should reflect the final amount the Bidder can expect to receive for payment for the items bid for the duration of the Contract, unless otherwise provided in the Contract. Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening.

Each item, make, and model must be priced and bid separately. Prices must be inclusive of all the components included in the FSA Base Specification.

Prices bid must include the administrative fee FSA CPP charges to administer the Contract, as outlined in these Terms and Conditions. The administrative fee is three quarters of one percent (.0075).

Prices bid must be at least cost, be Free On Board ("FOB") destination, and must include delivery to the purchaser.

Upon award, the Vendor has the authority to offer additional discounts based on prompt payment, quantity, as well as additional Manufacturer or vendor discounts.

## 2.11 OPTION PRICING

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders and, if awarded a contract, Vendors agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the Contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the FSA Base Specifications. Options can provide an upgrade or downgrade to a Manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a Manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms and Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid.

The use of options to facilitate the sale of an alternate Manufacturer's product which is outside the scope of the FSA Base Specifications will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper Manufacturer codes for factory options. Options available through the factory should be bid as and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory package options are permitted under this Contract. Factory package options included in the bid submission must detail what components the package includes.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA Base Specifications, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

## 2.12 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Sections 2.10, 2.11, 2.12, and 2.13. Each Bidder must submit a Qualifications Packet for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink
The Bid System is located at https://www.myvendorlink.com. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: $.01-.49 will be rounded down to the dollar bid (e.g., $50.49 = $50) and $.50-.99 will be rounded to the next dollar (e.g., $50.50 =$51).

Bid Submission
To ensure correct bid submittal and formatting, Bidders shall:

- Offer a price for each item bid by zone.
- Upload files as instructed in the Bid System; files requested will be .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf.
- Any requested exceptions or equivalents.

Option Upload
An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price
- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

Repair and Replacement Parts Upload - Optional

If a Vendor chooses to sell repair and replacement parts upon award, a parts pricing sheet should be submitted with the bid. Parts are listed by Vendor and are not tied to items bid. A template is offered in the bid system. Each pricing sheet should include:

- Category
- Description
- MSRP or List Price discount percentage
- Exceptions to discount provided
- Quantity discounts

FSA CPP may ask awarded Vendors to supply one (1) hard copy set of the bid with digital signatures and original compliance forms, prior to the Contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions may be granted to Bidders by FSA CPP pursuant this section should any Bid System malfunctions occur.

## 2.13 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser.

## 2.14 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms and Conditions and to be bound by such Terms and Conditions if selected for award. The Bidder must respond to the Contract Signature Form with the signature of an authorized representative five (5) days prior to award.. All Terms and Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

## 2.15 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

## 2.16 LATE BIDS

The responsibility for submitting a bid before the due date and time on the Bid Calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

## 2.17 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

## 2.18 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.22, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

## 2.19 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and Contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms and Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms and Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

## 2.20 BASIS FOR AWARD

The FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest offer price by item, Manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, Manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider option pricing in making the award and to disqualify Bidders for proposing excessive percent(s) or option pricing.

Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the Bid Calendar.

## 2.21 BID TABULATIONS

The bid tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

## 2.22 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms and Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide, the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this Invitation to Bid.

## 2.23 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contact person identified in Section 1.01 of this Invitation to Bid.

# 3.0 CONTRACT CONDITIONS

## 3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the Terms and Conditions of this document become the Contract between the FSA and the awarded Vendor. The Terms and Conditions apply to all items purchased from this Contract.

## 3.02 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that they are duly authorized to do so and binds the respective party to the Contract.

## 3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of Purchase Orders, quarterly reports and administrative fee payments. If a change occurs during the term of this Contract, the Vendor must notify FSA immediately.

## 3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from the Vendor's bid or this Contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or Manufacturer performance, or the product's lack of relevance.

For items that come to market during the Contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing Contract Terms and Conditions, if the Manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

## 3.05 CONTRACT EXTENSION

Contract Extension
The Contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA reserves the right to execute a Contract extension or to allow the Contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for Contract extensions as provided for herein. If no request is received from the Vendor, the FSA will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this Contract.

Month-to-Month Continuation
In the event a new contract is not active at the time of this Contract's expiration, this Contract's Terms and Conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the Contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

## 3.06 PRICE ADJUSTMENT

The Terms and Conditions provide the following methods of price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

**Annual Price Adjustment**

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index ("PPI") as published by the U.S. Department of Labor, Bureau of Labor Statistics ("BLS"); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the Manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

**Changes to Manufacturer Production or Design**

Significant changes by the Manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the Manufacturer.

**Manufacturer Certified Adjustments**

Vendors must provide documentation from the Manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the Manufacturer and substantiate the need for a related price adjustment for this Contract.

**Equitable Adjustments**

The FSA CPP, on behalf of FSA, may make an equitable adjustment to the Contract terms or pricing at its discretion.

## 3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this Contract shall be the most current model offered.

## 3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the Manufacturer when the final order date is during the term of the Contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with

the Manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and Manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the Contract term. If the Manufacturer cutoff date is during the term of the Contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same Manufacturer.

## 3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

## 3.10 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Section 319.21, *Florida Statutes*, related to the Manufacturer statement of origin apply to cab and chassis purchases apply.

Cabs and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

## 3.11 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to be the Manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment Manufacturer ("OEM") and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

## 3.12 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the Manufacturer's specifications. All vendor-installed options must be manufactured by an established Manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, the design and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the Contract. FSA may terminate the Contract in accordance with these Terms and Conditions.

## 3.13 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the Purchase Order. Non-scheduled options are covered under these Terms and Conditions.

## 3.14 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

## 3.15 PARTS

Vendors may sell repair and replacement parts. Parts pricing must include the administrative fee. If a Vendor wishes to offer parts under this Contract, the Vendor must provide a price list to FSA and offer a discount below MSRP or Published List Price. Bidders and/or Vendors, as applicable, may include parts pricing sheet with the bid submission or following award. Bidders and/or Vendors, as applicable, may use the template offered in the bid system. Items listed below are required for the pricing sheet:

- Description.
- MSRP or List Price discount percentage.
- Exceptions to discount provided.
- Quantity discounts.

## 3.16 PURCHASE ORDERS

To initiate a purchase, a Purchase Order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number;
- Make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the Purchase Order is delivered to the Vendor. Vendor shall place the order with the Manufacturer within ten (10) business days of receipt of the Purchase Order. The Vendor shall ensure that all orders are placed in full compliance with the specifications and the Terms and Conditions of the Contract and the Purchase Order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

The Vendor should supply a confirmation of order to the purchaser and FSA CPP fifteen (15) calendar days from receipt of Purchase Order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that a purchaser purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve their needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a Purchase Order for an item for which they were not awarded, the Vendor must notify the purchaser and return the Purchase Order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Purchase Orders should be submitted through the reporting tool provided by FSA CPP. Purchase Orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase Order number,
- Purchase Order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase Orders vary in format and information provided. If a Purchase Order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the Purchase Order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use Purchase Orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

## 3.17 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates.

## 3.18 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA Base Specifications, Manufacturer specification, and Purchase Order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the purchaser, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA Base Specifications.
3. Copy of Manufacturer's invoice, price sheet, build sheet or other documentation that verifies what components are included on the item(s) being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct $0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with Manufacturer's break-in requirements and all applicable traffic laws. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect or be responsible for reimbursing the Manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

## 3.19 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets Contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the Purchase Order. Should the delivered items differ in any respect from the FSA Base Specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

## 3.20 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this Contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within thirty (30) days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79, *Florida Statutes*.

## 3.23 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

## 3.24 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. The quarterly report template shall be submitted using the tool provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all Purchase Orders received and/or deliveries made during the quarter will be returned to the Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the Contract. If a Contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Years: October 1, 2025 – September 30, 2027

| | | | |
|---|---|---|---|
| Year 1 Quarter 1: | October 1 – December 31 | Q1 Report Due: | January 15 |
| Year 1 Quarter 2: | January 1 – March 31 | Q2 Report Due: | April 15 |
| Year 1 Quarter 3: | April 1 – June 30 | Q3 Report Due: | July 15 |
| Year 1 Quarter 4: | July 1 – September 30 | Q4 Report Due: | October 15 |
| Year 2 Quarter 1: | October 1 – December 31 | Q1 Report Due: | January 15 |
| Year 2 Quarter 2: | January 1 – March 31 | Q2 Report Due: | April 15 |
| Year 2 Quarter 3: | April 1 – June 30 | Q3 Report Due: | July 15 |
| Year 2 Quarter 4: | July 1 – September 30 | Q4 Report Due: | October 15 |

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" or "No deliveries this quarter" to FSA CPP by e-mail to Reports@flsheriffs.org.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the Contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

## 3.25 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the Contract. Payment of the administrative fees to the FSA CPP are the contractual responsibility of each awarded Vendor.

After receipt of payment from Contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than fifteen (15) calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any Purchase Order or invoice.

The administrative fee is based on the total Purchase Order amount of new items. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

## 3.26 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth in the applicable FSA Base Specifications and the failure to comply with this condition will be considered as a breach of Contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within fifteen (15) calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of $25.00 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's quarterly report and administrative fee submission. Liquidated damages that remain unpaid beyond forty-five (45) calendar days can result in FSA CPP, at its sole discretion, implementing Contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination of this Contract for cause pursuant to the Terms and Conditions.

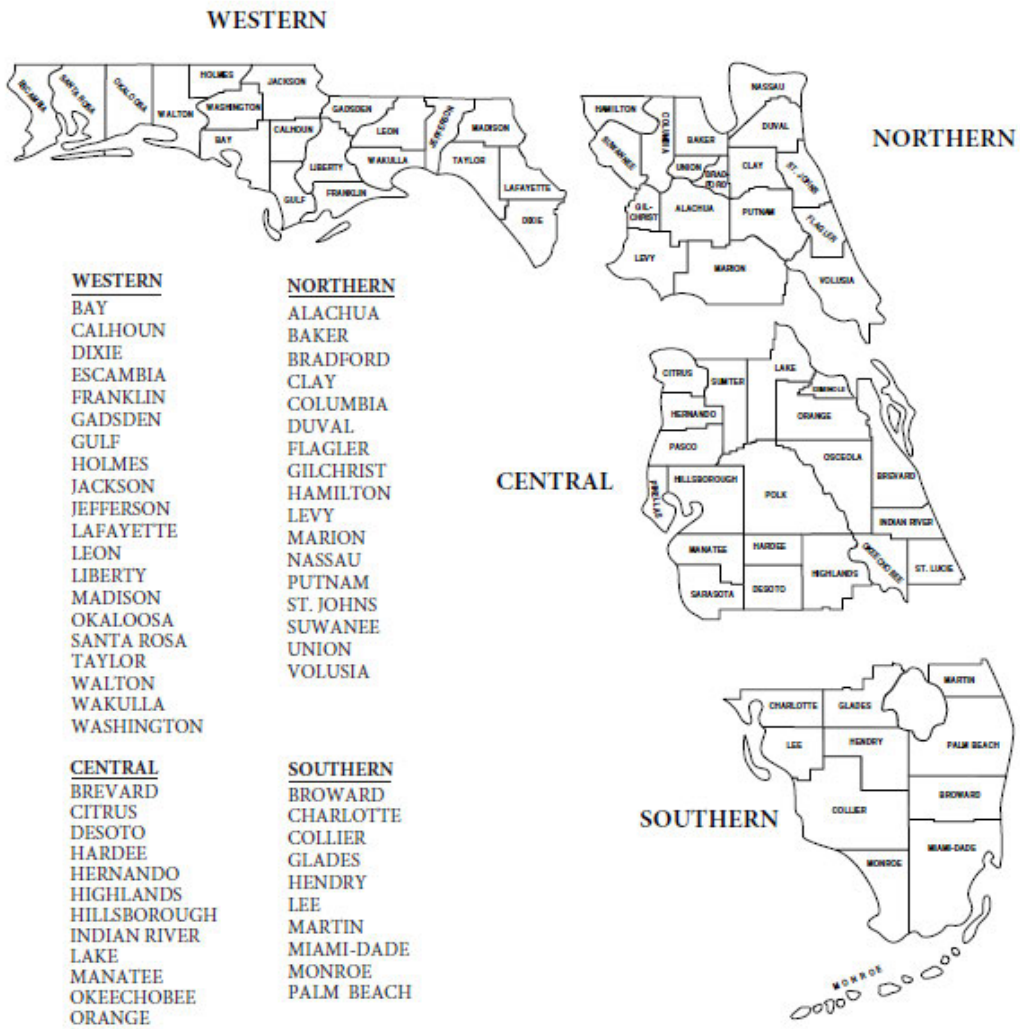
**Schedule of Liquidated Damages**

| | |
|---|---|
| Failure to submit quarterly report on time | $25.00 per calendar day |
| Failure to submit administrative fee on time | $25.00 per calendar day |
| Failure to report a Purchase Order to FSA CPP within 15 calendar days of the Purchase Order issue date | $100.00 per Purchase Order |
| Failure to Report Sales | .0075 of the sales price plus 1.5% each month following the delivery date. |

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this Contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA CPP for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

Appendix A: Zone Map

# FSA CONTRACT ZONE MAP




**WESTERN**
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

**NORTHERN**
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

**CENTRAL**
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

**SOUTHERN**
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

v.10_2015

## Appendix B. Bid Calendar

| FSA25-VEH23.0 Bid Calendar | Date |
|---|---|
| Bid Announcement | 3/28/25 |
| Voluntary Interested Bidder Workshop FSA25-VEH23.0 | 6/4/25 |
| New Items & Specifications Submissions Due | 6/12/25 |
| Mandatory Pre-Bid Meeting FSA25-VEH23.0 and VendorLink Training | 7/15/25 |
| Requests for Clarifications Due to FSA | 7/24/25 |
| FSA Response to Requests for Clarifications | 7/30/25 |
| Bid System Opens | 8/1/25 |
| Cone of Silence | 8/1/25-9/23/25 |
| Bid Submissions Due | 9/2/25 |
| Bid Tabulations Posted | 9/3/25 |
| Public Bid Opening | 9/3/25 |
| Bid Evaluations | 9/15/25-9/19/25 |
| Intent To Award | 9/23/25 |
| Final Award | 10/1/25 |

## Appendix C: ACH Payments

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive
Tallahassee, Florida 32308
p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org

TO: All Customers of the Florida Sheriffs Association

SUBJECT: Automated Payments through ACH

The Florida Sheriffs Association values the integrity of our business operations and knows that our partners do as well. As we continue to strengthen this partnership, FSA invites each company to offer payments to FSA via ACH. It is our goal to secure payments and reduce fraudulent transactions and this will be our primary method of accepting payments due to recent efforts to defraud FSA. Florida Sheriffs Association can be added to your company's list of vendors authorized to be paid via electronic payment for no additional fee.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account
Capital City Bank
Routing Number: [redacted]
Account Number:

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. The information above can be used to pay with a wire transfer as well, but if you choose to pay via wire, there is a charge of $25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org or call (850) 559-5668.

Sincerely,

*Trish Eldridge*

Director of Accounting and Finance
Florida Sheriffs Association

## Appendix D: Federal Clauses

Applicability of Third-Party Contract Provisions*

(Excluding micro-purchases, as defined in 48 C.F.R. Subpart 2.1, except Davis-Bacon requirements apply to construction contracts exceeding $2,000.) In addition to other provisions negotiated with purchasers placing federally funded Purchase Orders, Vendors must comply with the following provisions upon award of a federally funded Purchase Order:

| PROVISION | Professional Services/A&E | Operations/ Management | Construction | Materials & Supplies |
|---|---|---|---|---|
| Equal Employment Opportunity | | | All | |
| Davis-Bacon Act | | | >$2,000 | |
| Copeland "Anti-Kickback" Act | | | >$2,000 | |
| Contract Work Hours and Safety Standards Act | >$100,000 | >$100,000 | >$100,000 | >$100,000 |
| Rights to Inventions Made Under a Contract or Agreement | If the Purchase Order involves performance of experimental, developmental or research work | If the Purchase Order involves performance of experimental, developmental or research work | If the Purchase Order involves performance of experimental, developmental or research work | If the Purchase Order involves performance of experimental, developmental or research work |
| Clean Air Act | >$150,000 | >$150,000 | >$150,000 | >$150,000 |
| Federal Water Pollution Control Act | >$150,000 | >$150,000 | >$150,000 | >$150,000 |
| Debarment and Suspension | All | All | All | All |
| Byrd Anti-Lobbying Amendment | >$100,000 | >$100,000 | >$100,000 | >$100,000 |
| Procurement of Recovered Materials | All | All | All | All |
| Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment | All | All | All | All |
| Domestic Preferences for Procurements | All | All | All | All |

*References to the Code of Federal Regulations ("C.F.R.") or United States Code ("U.S.C.") were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of

Labor." The clause set forth in 41 C.F.R. 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Vendors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 C.F.R. part 5).
(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.
(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).
(d) Subcontracts. Vendor shall insert in any subcontracts over $100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over $150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of $25,000 and Vendor shall not award lower-tier subcontracts in excess of $25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of $100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential

component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.
(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

# FSA Cooperative Purchasing Program




# FSA25-VEH23.0: Heavy Trucks and Buses Base Specifications

**FSA25-VEH23.0: Heavy Trucks and Buses**
**Item Group Specifications**


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Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis ..... 5
Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis ..... 6
Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis ..... 7
Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis ..... 8
Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis ..... 9
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Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor ..... 11
Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2 ..... 12
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Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2 ..... 14
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Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2 ..... 17
Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6 ..... 18
Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6 ..... 19
Cab and Chassis Trucks: 12,000 lbs. GVWR (DRW) 4x2 Tilt Cab ..... 20
Cab and Chassis Trucks: 25,000 lbs. GVWR (DRW) 4x2 Tilt Cab ..... 21
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Utility Truck: 33,000 lbs. GVWR 4x4, Mounted Aerial Device ..... 32

**FSA25-VEH23.0: Heavy Trucks and Buses**
**Item Group Specifications**

## Item Groups Summary

All bid items shall be built to manufacturer base specifications for the item or model number indicated and shall include all standard manufacturer equipment unless otherwise specified. If not already included in manufacturer base specifications, all vehicles shall include air conditioning.
When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis (including front axle, rear axle, wheels, and tires) of sufficient GVWR to safely accommodate all options selected by the purchaser. In all areas of these specifications, bidders must comply with current Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards.

*Buses*

- Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis
- Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis
- Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis
- Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis
- Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis
- Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis
- Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis

*Cab and Chassis Trucks*

- Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor
- Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4
- Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6
- Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6
- Cab and Chassis Trucks: 12,000 lbs. GVWR (DRW) 4x2 Tilt Cab*
- Cab and Chassis Trucks: 25,000 lbs. GVWR (DRW) 4x2 Tilt Cab*
- Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)
- Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)
- Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck
- Tactical Armored Vehicles
- Terminal Tractor

*Turn-Key Trucks*

- Spray Truck: 19,500 lbs. GVWR 4x2, Mounted 1,000 gal ROW Spray Unit**
- Utility Truck: 33,000 lbs. GVWR 4x4, Digger Derrick**
- Utility Truck: 33,000 lbs. GVWR 4x4, Mounted Aerial Device**

- Outriggers: A frame outriggers, swivel type stabilizer pads, 6 in club feet, poly outrigger pads, pad holder
- Ground Cable: 2/0 ground cable per ASTM F855-04, 50', ground clamp, 3-point ground system, 3 ground lugs, 2 ferrules, cable bracket; purchaser must verify this ground system meets their entity's requirements
- Upper Controls: Single stick type w/ enable, engine stop/start, platform leveling, platform tilt, on demand throttle disable
- Lower Controls: Platform tilt, individual boom controls located at turntable, winch control, throttle disable, upper/lower platform disable, engine start/stop
- Outrigger Controls: Located at rear, each side for view of outrigger placement, outrigger interlock, controls for auxiliary tool outlets, motion alarm, remote engine stop/start
- Auxiliary Letdown: For emergency descent of boom, electric 12 volt, pedestal control
- Color: White, matching truck and mounted body

**FSA25-VEH23.0: Heavy Trucks and Buses**
**Item Group Specifications**

## Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis

**FSA Item Group Description**

- Engine: Gas
- Transmission: Automatic
- GVWR: 10,350 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 14 passengers minimum

**FSA25-VEH23.0: Heavy Trucks and Buses**
**Item Group Specifications**

## Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis

**FSA Item Group Description**

- Engine: 240 hp minimum, 6-cylinder diesel
- Transmission: Allison (or equivalent) 6-speed automatic
- GVWR: 23,500 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 20 passengers minimum

**FSA25-VEH23.0: Heavy Trucks and Buses**
**Item Group Specifications**

## Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis

**FSA Item Group Description**

- Engine: 240 hp minimum, 6-cylinder diesel
- Transmission: Allison (or equivalent) 5-speed automatic
- GVWR: 36,000 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 33 passengers minimum

**FSA25-VEH23.0: Heavy Trucks and Buses**
**Item Group Specifications**

## Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis

**FSA Item Group Description**

- Engine: 240 hp minimum, 6-cylinder diesel
- Transmission: Allison (or equivalent) 5-speed automatic
- GVWR: 36,000 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 36 passengers minimum

**FSA25-VEH23.0: Heavy Trucks and Buses**
**Item Group Specifications**

## Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

**FSA Item Group Description**

- Electric Motor: 340 kW, 455 hp minimum
- Transmission: 2-speed transmission, differential mounted
- Batteries: 375 kW storage capacity, frame mounted
- GVWR: 54,000 lbs.

**FSA25-VEH23.0: Heavy Trucks and Buses**
**Item Group Specifications**

## Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2

**FSA Item Group Description**

- Electric Motor: 250 kW, 355 hp minimum
- Transmission: Manufacturer's standard automatic transmission
- Batteries: 282 kW storage capacity
- GVWR: 26,000 lbs.

**FSA25-VEH23.0: Heavy Trucks and Buses**
**Item Group Specifications**

## Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2

**FSA Item Group Description**

- Electric Motor: 260 hp (peak) 185 (continuous)
- Transmission: Direct drive (no transmission)
- Batteries: 210 kW battery pack
- GVWR: 33,000 lbs.

**FSA25-VEH23.0: Heavy Trucks and Buses**
**Item Group Specifications**

## Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

**FSA Item Group Description**

- Engine: Diesel engine, minimum 190 hp
- Transmission: Manufacturer's standard automatic transmission
- GVWR: 17,500 lbs.

**FSA25-VEH23.0: Heavy Trucks and Buses**
**Item Group Specifications**

## Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

**FSA Item Group Description**

- Engine: Diesel engine, minimum 190 hp
- Transmission: Manufacturer's standard automatic transmission
- GVWR: 17,500 lbs.

**FSA25-VEH23.0: Heavy Trucks and Buses**
**Item Group Specifications**

## Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

**FSA Item Group Description**

- Engine: Diesel engine, minimum 200 hp
- Transmission: Manufacturers standard automatic transmission or approved equivalent (with PTO provision)
- GVWR: 25,500 lbs.

**FSA25-VEH23.0: Heavy Trucks and Buses**
**Item Group Specifications**

## Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

**FSA Item Group Description**

- Engine: Diesel engine, minimum 200 hp
- Transmission: Manufacturers standard automatic transmission or approved equivalent (with PTO provision)
- GVWR: 30,000 lbs.




**FSA25-VEH23.0: Heavy Trucks and Buses**
**Item Group Specifications**

## Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

**FSA Item Group Description**

- Engine: 350 hp 6-cylinder diesel engine, manufacturer's 11L minimum
- Transmission: 10-speed manual with OD or approved equivalent
- GVWR: 52,000 lbs.

**FSA25-VEH23.0: Heavy Trucks and Buses**
**Item Group Specifications**

## Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

**FSA Item Group Description**

- Engine: 350 hp 6-cylinder diesel engine, manufacturer's 11L minimum
- Transmission: 10-speed manual with OD or approved equivalent
- GVWR: 52,000 lbs.




**FSA25-VEH23.0: Heavy Trucks and Buses**
**Item Group Specifications**

## Cab and Chassis Trucks: 12,000 lbs. GVWR (DRW) 4x2 Tilt Cab

**FSA Item Group Description**

- Engine: 200 hp diesel engine
- Transmission: Manufacturer's standard automatic transmission
- GVWR: 12,000 lbs.
- Tilt cab only

**FSA25-VEH23.0: Heavy Trucks and Buses**
**Item Group Specifications**

## Cab and Chassis Trucks: 25,000 lbs. GVWR (DRW) 4x2 Tilt Cab

**FSA Item Group Description**

- Engine: 250 hp diesel engine
- Transmission: Manufacturer's standard automatic transmission
- GVWR: 25,000 lbs.
- Tilt cab only




**FSA25-VEH23.0: Heavy Trucks and Buses**
**Item Group Specifications**

**Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)**

**FSA Item Group Description**

- Motor: Electric powered with the OEM recommended electric motor(s) for this application with no less than a 350kW rating
- Batteries: Largest available battery for model bid, electric charging system on the truck must be SAE J1772 compliant
- GVWR: 60,000 lbs.




**FSA25-VEH23.0: Heavy Trucks and Buses**
**Item Group Specifications**

## Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

**FSA Item Group Description**

- Engine: 300 hp 6-cylinder diesel engine, manufacturer's 11L minimum
- Transmission: Allison 4500 RDS automatic transmission
- GVWR: 60,000 lbs.

**FSA25-VEH23.0: Heavy Trucks and Buses**
**Item Group Specifications**

## Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck

**FSA Item Group Description**

- Engine: 70 hp diesel engine, EPA compliant
- Transmission: Hydrostatic transmission, four-wheel drive
- GVWR: 12,900 lbs.

**FSA25-VEH23.0: Heavy Trucks and Buses**
**Item Group Specifications**

## Tactical Armored Vehicle

**FSA Item Group Description**

- Engine: 6.7LV-8 Turbo diesel, 330 hp
- Transmission: 10-speed automatic TorqShift with OD
- GVWR: GVWR sized to built vehicle (19,500 lbs. approximate)




**FSA25-VEH23.0: Heavy Trucks and Buses**
**Item Group Specifications**

## Terminal Tractor

**FSA Item Group Description**

- Engine: 173 hp diesel engine
- Transmission: 7-speed automatic (6 forward, 1 reverse)

**FSA25-VEH23.0: Heavy Trucks and Buses**
**Item Group Specifications**

**Spray Truck: 19,500 lbs. GVWR 4x2, Mounted 1,000 gal ROW Spray Unit**

This unit will meet all local, state, and federal standards associated with this type of vehicle and will be completely plumbed and tested, and ready to work when delivered.

**FSA Item Group Description:**

- Complete ready-to-work unit.
- Standard manufacturer equipment and specifications, plus 2 keys and/or fobs (if not included).
- Make: Truck with mounted 1,000 gal ROW spray unit
- Engine: Diesel engine, Turbocharged
- GVWR: 19,500 lbs.
- Transmission: Automatic
- Suspension: 19,500 lbs. heavy duty suspension, w/ stabilizer bars front and rear
- Frame: Heavy duty frame
- Wheelbase: 193", CA 108"
- Steering: Power steering
- Brakes: ABS, manufacturers standard brake system
- Wheels: Painted steel wheels 19.5, hub piloted
- Tires: 225/70R x 19.5 tires, on road/off road traction type on rear axle
- Chassis Equipment: Tow hooks on front, 40 gal fuel tank, steel front bumper, mudflaps, backup alarm
- Cab Exterior: Tow type mirrors, w/ convex spot mirrors, tinted glass
- Cab Interior: Electric windows and electric door locks, A/C and heater, vinyl bench seat, rubber flooring, gauge package, AM/FM radio, intermittent windshield wipers, tilt/telescope steering
- Color: Factory bright white

**Mounted Body**

- Mounted Body: Aluminum, flatbed type, welded body w/ expanded metal headache rack, approximately 96" x 186", 36" aluminum locking tool box
- Lighting: All LED DOT lighting, strobe lights
- Tank: 1,025 gal polyethylene tank, approximately 49" diameter x 139" length x 16" manway, horizontal leg type, adjustable tank mix jet agitation, 2" overhead ground fill w/ camlock and valve
- Mix Tank: 10 gal polyethylene mix tank, inductor tank for loading chemicals into main tank from the ground
- Eyewash/Handwash Tank: 20 gal, 12 volt pump
- Hose reel: 300' capacity of ½" agricultural hose, electric rewind, roller guides, JD-9 spray gun and hose included
- Pump: Honda GX-390, electric start engine, Hypro 9263C-C-SP self-priming centrifugal pump, 12 volt clutch, 122 GPM max, 156 PSI max, 1 ¼" outlet, 1 ½" inlet
- Spray Head: 5-section spray head, pivoting type from passenger side to drivers side, manual extension, power tilt, bottom spray nozzles, 5', 10', 20', and 30' spray swaths
- In Cab Controls: In cab controls for 5-section spray boom, pump pressure, strobe lights, tilt

control, pump clutch, pump start/stop

**FSA25-VEH23.0: Heavy Trucks and Buses**
**Item Group Specifications**

## Utility Truck: 33,000 lbs. GVWR 4x4, Digger Derrick

This unit will meet all local, state, and federal standards associated with this type of vehicle and will be designed and constructed in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

### FSA Item Group Description

- Complete ready-to-work unit.
- Standard manufacturer equipment and specifications, plus 2 keys and/or fobs (if not included).
- Make: Truck with mounted Terex Commander 4047 Digger Derrick Device, or equal
- Engine: Minimum 250 hp diesel engine, 6-cylinder, 660 lbs./ft
- GVWR: 33,000 lbs.
- Transmission: Allison 3500 RDS w/ Power Take-Off (PTO), pushbutton electronic shift control, synthetic transmission fluid
- Transfer Case: 2-speed, synthetic lube, oil cooler
- Front Driving Axle: 14,000 lbs. front drive axle w/ synthetic lube, setback axle
- Rear Axle: 21,000 lbs. rear drive axle, synthetic lube, driver-controlled differential lock
- Frame: Frame yield 50,000 psi , RBM 900,000 in/lbs., section modulus 18.0”
- Wheelbase: 190”, CA 124”
- Steering: Power steering w/ see-through reservoir
- Brakes: ABS air brakes w/ automatic slack adjusters, frame-mounted air dryer, and pull cables on reservoir drains, w/ air connections, glad hands at rear of truck frame for trailers, trailer brake controller mounted in truck cab
- Front Suspension: 12,000 lbs., shock absorbers
- Rear Suspension: 21,000 lbs.
- Wheels: Steel, hub piloted
- Tires: 12R-22.5 16 ply radial
- Chassis Equipment: 50 gal fuel tank minimum, front tow hooks, front mudflaps
- Cab Exterior: air cab mounting, grab handles, air horn, heated west coast mirrors w/ convex mirrors, tinted glass, LED lights, back-up alarm
- Cab Interior: electric windows and electric door locks, A/C and heat, fire extinguisher, triangle reflector set, driver air ride high back seat, non-suspension passenger seat, sun visors, doors and ignition keyed alike, gauges for coolant, oil pressure, air, fuel, AM/FM radio, trailer hand control brake valve, intermittent windshield wipers and washer, electric brake control, tilt/telescope steering column, cruise control
- Color: White

### Mounted Body

- Mounted Body: standard manufacturers line body, approximately 174” long x 46” high x 94” wide
- Compartment Sizes:
    - Streetside- 3 vertical compartments approximately 30” wide x 46” deep x 18” high; 1 horizontal compartment approximately 54” wide x 24” high x 18” deep; 1 vertical

compartment approximately 24” wide x 46” wide x 18” deep
    - Curbside- 2 vertical compartments approximately 30” wide x 46” high x 18”deep; 1 horizontal compartment approximately 54” wide x 24” high x 18” deep; 1 vertical compartment 24” wide x 46” high x 18” deep
- Compartments: Doors keyed alike, rotary style latches, top painted w/nonskid, adjustable shelves w/ dividers and lighting in all compartments
- Curbside Access: 30” wide, grip strut steps, cable type flexible step at bottom, grab handles,
- Outrigger pad holders, wheel chocks storage, included in compartmentation
- Body Floor: painted w/nonskid, cargo tiedowns
- Hydraulic hose reel installed on body
- Tail Shelf on Rear: Approximately 30” wide x 94” wide, flexible cable type steps, grab handles
- Pintle Hitch: 15 ton pintle hitch, safety chain eyes, glad hands at rear, 7-prong trailer socket
- Rear Bumper: ICC rear step bumper
- Steps: Steps to platform from body
- Strobe Lights: Amber strobe, 6” diameter
- Mud Flaps: Rear mount mudflaps
- Color: White, matching truck

**Approximate Digger/Derrick Device Capacities and Dimensional Data**

- Sheave Height: Intermediate boom extended 38.6’ maximum elevation; w/ upper boom extended 47.4’ maximum elevation
- Load Radius: 28.5’ from c/l of rotation at 0 degree w/ intermediate boom extended; 37.5’ from c/l of rotation at 0 degree w/ upper boom extended
- Lift Capacities: Maximum elevation 24,750 lbs. w/ all booms retracted; at 10’ radius 11,000 lbs.
- Work Zone Capacities: Median digging radius 20.5’; digging capacity at median radius 2,542 lbs.; lift capacity at median radius 4,524 lbs.
- Elevation: +80 degrees above horizontal to -20 degrees below horizontal
- Turntable: Self-locking worm gear, bi-directional motor, unrestricted and continuous rotation
- Turntable Winch: Transferable pole buddy assembly (from intermediate boom to upper boom), 15,000 lbs. winch bare drum capacity, worm gear type, hydraulic counterbalance valve, two block
- Pole Guide: Installed on transferable pole buddy assembly, interlock system
- Pole Claw: Circular design for up to 23” in diameter
- 2-Speed Digger: 12,000 ft/lbs., hydraulic shift, planetary type
- LH Auger Storage and Digger Hanger: Box section type, hydraulic auger release, self-latching auger catch, stowage bracket, nylon strap for auger rollup, digger storage protection to protect auger storage cable
- Auger: 18” diameter, 104” length, carbide tooth, 2-5/8” solid hex type w/adjustment holes, rollup dish
- Hydraulic system: Open center type, permanent type hose fittings, 50 gal reservoir, relief valves protection for all derrick, digger and winch circuits, automatic Load Limiter Overload Protection to disable functions in an overload condition

- Lower Boom: Steel box type, double lift cylinders
- Intermediate Boom: Steel box type, holding valves on extend and retract
- Upper Boom: Filament wound fiberglass, boom rest w/ tie down, non-metallic rollers. Fiberglass boom will be tested and rated for line voltage up to and including 46 kV. Documentation will be provided w/unit.
- Upper Command Post: adjustable cushioned operator seat w/side rails
- Upper Controls: Single stick type for rotation, boom elevation, and intermediate boom, individual control for upper boom, engine stop/start, hydraulic system gauge, horn, foot throttle
- Outriggers: A-frame outriggers, swivel type stabilizer pads, 6” club feet, poly outrigger pads, pad holder
- Ground Cable: 2/0 ground cable per ASTM F855-04, 50’, ground clamp, 3-point ground system, 3 ground lugs, 2 ferrules, cable bracket; purchaser must verify this ground system meets their entity’s requirements
- Outrigger Controls: located at rear, each side for view of outrigger placement, outrigger interlock, auxiliary tool outlets, motion alarm, engine stop/start
- Wheel Chocks: Rubber wheel chocks, w/ storage well on mounted body
- Strobes: 6” strobe lights
- Front Winch and Bumper: 20,000 lbs. capacity hydraulic front winch, extended shaft to curb side, roller assembly, 200’ of ½” wire rope, winch control in cab and front bumper, winch bumper rated for pulling capacity w/ tool box
- Color: White, matching truck and mounted body

**FSA25-VEH23.0: Heavy Trucks and Buses**
**Item Group Specifications**

**Revised Specification Group. Tilt Cab Specification split into two weight classes.*
***Indicates new item group.*

**FSA25-VEH23.0: Heavy Trucks and Buses**
**Item Group Specifications**

## Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis

**FSA Item Group Description**

- Electric Motor: 160 kW, 215 hp minimum
- Batteries: 68 kW minimum
- GVWR: 14,500 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 19 passengers minimum

**FSA25-VEH23.0: Heavy Trucks and Buses**
**Item Group Specifications**

## Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis

**FSA Item Group Description**

- Electric Motor: 230 kW, 315 hp minimum
- Batteries: 155 kW battery capacity minimum
- GVWR: 23,500 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 20 passengers minimum

**FSA25-VEH23.0: Heavy Trucks and Buses**
**Item Group Specifications**

## Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis

**FSA Item Group Description**

- Electric Motor: 230 kW, 315 hp
- Batteries: 155 kW battery capacity (approximate)
- GVWR: 36,000 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 44 passengers minimum

**FSA25-VEH23.0: Heavy Trucks and Buses**
**Item Group Specifications**

## Utility Truck: 33,000 lbs. GVWR 4x4, Mounted Aerial Device

This unit will meet all local, state, and federal standards associated with this type of vehicle and will be designed and constructed in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

**FSA Item Group Description:**

- Complete ready-to-work unit.
- Standard manufacturer equipment and specifications, plus 2 keys and/or fobs (if not included).
- Make: Truck w/ mounted Terex Optima TC-55 Aerial Device or equal
- Engine: Minimum 250 hp diesel engine, 6-cylinder, 660 lbs./ft
- GVWR: 33,000 lbs.
- Transmission: Allison 3500 RDA w/ Power Take-Off (PTO), pushbutton electronic shift control, synthetic transmission fluid
- Transfer Case: 2-speed, synthetic lube
- Front Driving Axle: 14,000 lbs. front drive axle, w/ synthetic lube, setback axle
- Rear Axle: 21,000 lbs. rear drive axle, synthetic lube, driver controlled differential lock,
- Frame: Frame yield 50,000 psi, RBM 900,000 in/lbs., section modulus 18.0”
- Wheelbase: 190”, CA 124”
- Steering: Power steering, with see-through reservoir
- Brakes: ABS air brakes, w/ automatic slack adjusters, frame-mounted air dryer, and pull cables on reservoir drains w/ air connections, glad hands at rear of truck frame for trailers
- Front Suspension: 12,000 lbs., shock absorber
- Rear Suspension: 21,000 lbs.
- Wheels: Steel, hub piloted,
- Tires: 12R-22.5 16 ply radial
- Chassis Equipment: 50 gal fuel tank minimum, front tow hooks, steel front bumper, front mudflaps
- Cab Exterior: Air cab mounting, grab handles, air horn, heated west coast mirrors w/convex mirrors, tinted glass, LED lights, back-up alarm
- Cab Interior: Electric windows and electric door locks, A/C and heat, fire extinguisher, triangle reflector set, driver air ride high back seat, non-suspension passenger seat, sun visors, doors and ignition keyed alike, gauges for coolant, oil pressure, air, fuel, AM/FM radio, trailer hand control brake valve, intermittent windshield wipers and washer, electric brake control, tilt/telescope steering column, cruise control
- Color: White

**Mounted Body**

- Mounted Body: Standard manufacturers line body, approximately 168” long x 46” high x 94” wide
- Compartment Sizes:

  - Streetside- 3 vertical compartments approximately 30” wide x 46” deep x 18”high; 1 horizontal compartment approximately 54” wide x 24” high x 18” deep; 1 vertical compartment approximately 24” wide x 46” wide x 18” deep
  - Curbside- 2 vertical compartments approximately 30” wide x 46” high x 18” deep; 1 horizontal compartment approximately 54” wide x 24” high x 18” deep; 1 vertical compartment approximately 24” wide x 46” high x 18” deep
- Compartments: Doors keyed alike, rotary style latches, top painted w/ nonskid, adjustable shelves w/ dividers and compartment interior lighting
- Curbside Access: 30” wide, grip strut steps, cable type flexible step at bottom, grab handles
- Body Floor: Painted w/ nonskid, cargo tiedowns
- Tail Shelf on Rear: Approximately 30” wide x 94” wide, flexible cable type steps, grab handles
- Pintle Hitch: 15 ton pintle hitch, safety chain eyes, glad hands at rear, 7-prong trailer socket
- Rear Bumper: ICC rear step bumper
- Steps: Steps to platform from body
- Strobe Lights: Amber strobe, 6” diameter
- Mud Flaps: Rear mount mudflaps
- Color: White, matching truck

**Approximate Aerial Device Dimensional Data:**

- Bottom of Platform: 55’
- Working Height: 60’
- Side Reach: 42.8’
- Bottom of Platform to Ground: 1.3’
- Lower Boom Articulation to Ground: 116 degrees in non over center position
- Platform Rotator: 105 degrees of forward rotation
- Turntable: Self-locking worm gear, bi-directional motor, unrestricted and continuous rotation
- Hydraulic System: Open center type, permanent type hose fittings, 50 gal reservoir, dual tool outlets at platform w/ flow control
- Aerial Device Dielectrically Tested and Certification: Aerial device will be a Category C machine in accordance and is dielectrically tested and rated on systems up to 46 kV phase to phase as per ANSI/SIA A92.2-2015
- Lower Boom: Filament wound fiberglass w/ insulating gap
- Upper Boom: Filament wound tapered w/ insulating gap, boom rest w/ cam type tie down
- Platform: Side mounted, fiberglass, 24” x 48” x 42”, curbside, w/ access steps slip resistant type, hydraulic leveling , 700 lbs. capacity, padded platform rest, insulated platform liner tested at 50 kV AC, 2 safety harness w /lanyard and fall arrest, waterproof platform cover
- Load Jib: Hydraulic extension, infinite positioning -20 to +105 degrees, 2,000 lbs. hydraulic winch w/ 75’ of load line, load chart

# City of Titusville

"Gateway to Nature and Space"

REPORT

**To:** Members of the City Council

**From:** Thomas Abbate, City Manager

**Subject:** **School Resource Officer (SRO) for 13 schools — Memorandum of Understanding (MOU)**

**Department/Office:** Law Enforcement

**Recommended Action:**
Approve the Memorandum of Understanding (MOU) for school year 2026/2027 as written to provide a first line of defense at 13 school campuses and approve the associated budget amendment.

**Summary Explanation & Background:**
The Memorandum of Understandings(MOU) with the Brevard County Schools, Park Ave Christian Academy, Sculptor Charter School, St. Teresa and Temple Christian School contractually provides a Law Enforcement presence at 13 area schools during the entire school year 2026/27. School Resource Officers are on campus to provide security, safety, training, and safety awareness to students, educators and administrators.

**Alternatives:**
Not approve SRO's at 14 schools.

**Item Budgeted:**
No, see BA

**Source/Use of Funds/Budget Book Page:**

| | | | |
|---|---|---|---|
| Source: | 001-0000-342.10-02 | School Resource Officer | $272,068 |
| Use: | 001-5555-513.39-00 | General Fund Contingency | $272,068 |

**Strategic Plan:**
Goal 2: Efficient & Effective Services

**Strategic Plan Impact:**
To coordinate a working and beneficial relationship between Law Enforcement and the school community to ensure the overall safety of our students, educators and administrators.

**ATTACHMENTS:**

1. Bvd Public Schools SRO - 26-27
2. Park Ave SRO MOU 2026-27
3. Sculptor SRO MOU 2026-27
4. St. Teresa SRO MOU 2026-2027
5. Temple Christian School SRO MOU 2026-2027
6. BA - PD SRO 4TH QUARTER

# MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** (this "MOU"), is entered into and made effective this 1st day of July, 2026, irrespective of when signed, by and between **THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA,** hereinafter called the "**BOARD**," and the **CITY OF TITUSVILLE, FLORIDA**, hereinafter called the "**CITY,"** each individually a "Party," collectively "Parties**."**

## WITNESSETH:

**WHEREAS**, the BOARD and the CITY desire to assign School Resource Officers ("SROs") to school campus(es) within the CITY for a period of not more than 220 days during the school year; and

**WHEREAS**, in accordance with the Marjory Stoneman Douglas High School Public Safety Act, the BOARD and the CITY believe that this partnership will improve communication among local law enforcement entities, the Florida Department of Juvenile Justice, the Florida Department of Children and Families, the Florida Department of Law Enforcement, community behavioral health providers, and the Brevard Public School District, to increase school and district security efforts and services, provide prevention/intervention strategies, and provide/expand opportunities for safety and security training and awareness for the BOARD's staff members, as well as the faculty and students attending the schools under the jurisdiction of the BOARD and the parents of such students;

**NOW, THEREFORE,** in consideration of the covenants and promises made below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated into this MOU.

2. This MOU shall be effective commencing July 1, 2026, and terminate on June 30, 2027, unless otherwise terminated earlier as provided herein. After the expiration of the term ending on June 30, 2027, this Agreement may be renewed by the Parties for successive one-year periods (commencing on July 1st and ending on June 30th of each successive year) upon the written agreement of the Parties. Thus, the Agreement will not automatically renew and any renewal can only occur upon the written agreement of the Parties.

Either Party may terminate this MOU upon ninety (90) days' written notice to the other Party. Any termination of this MOU that results in overpayment to the CITY will result in the return of funds to the BOARD equal to the proportionate amount of time remaining in the MOU.

3. The CITY shall assign up to nine (9) SRO(s), each a sworn law enforcement officer(s), to work up to Two Hundred Twenty (220) days, concurrent to the School Board of Brevard County's teacher work calendar and inclusive of student attendance days including Extended School Year (also known as summer school). Each SRO shall be assigned to designated Brevard Public School campuses to provide security, preparation drills, safety training, and safety awareness related programs to the respective school campus, students, employees, volunteers, and visitors of the Brevard Public School District. The CITY will provide a minimum of nine (9) SRO(s) for the start of the 2026-27 school year. Assignments of SRO(s) to school campuses shall be coordinated with ***Major Robert Cline,*** *Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.* Assignments will be made to support the following schools: Apollo Elementary, Astronaut High, Coquina Elementary, Imperial Estates Elementary, Jackson Middle, Madison Middle, Oak Park Elementary, South Lake Elementary and Titusville High.

4. **Consideration Clause FY 2026-2027:** With respect to the term commencing on July 1, 2026, and terminating on June 30, 2027, the BOARD agrees to reimburse the CITY a flat-fee of Seventy-Seven Thousand and 00/100 Dollars ($77,000.00) for one (1) Sergeant, and nine (9)SRO, for law enforcement services, which includes a portion of the salary, benefits, and associated costs of the CITY as agreed upon for up to the assigned Sergeant, and nine (9) SRO(s), for a total not to exceed amount of Seven Hundred Seventy Thousand and 00/100 Dollars ($770,000.00). If an SRO position remains vacant or becomes vacant, payment will only be made on prorated basis based on the number of days remaining in a school year once the SRO is assigned to a school (or based on days SRO services are provided).

5. **FY 2026-2027:** The CITY shall be responsible for making salary payments and providing benefits to the SRO(s). The BOARD shall reimburse the CITY in four (4) equivalent installments calculated to include the following: the quarterly cost of each assigned SRO contemplated in Paragraph 3 and 4 above due on or before August 1, 2026 (covering the period beginning July 1, 2026, through September 30, 2026); November 1, 2026 (covering the period

beginning October 1, 2026, through December 31, 2026; February 1, 2027 (covering the period beginning January 1, 2027, through March 31, 2027); and April 1, 2027 (covering the period beginning April 1, 2027, through June 30, 2027). *All invoices should be submitted to* ***Major Robert Cline,*** *Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.*

6. The CITY shall provide the law enforcement equipment and training related to the services provided by the SRO(s).

7. The Parties understand and agree that the SRO(s), in rendering services provided for by this MOU, is/are doing so as an employee of the CITY and not as an officer, agent, or employee of the BOARD.

8. BOARD members or any employee under the jurisdiction of the BOARD shall not conduct an internal or administrative investigation or inquiry of alleged improper conduct on the part of any employee of the CITY. All concerns or allegations of improper conduct shall be forwarded immediately upon receipt by the Superintendent or designee to the Chief of Police or designee.

9. The SRO(s) shall comply with the provisions specified in Section 1006.12, Florida Statutes (the School Resource Officer Program).

10. At any time during the school year when students are not in school, or at the conclusion of the regular school year, including ESY (summer school), the SRO(s) may be assigned other law enforcement duties by the Chief of Police. The Parties agree that if ESY (summer school) is scheduled for a school the CITY provides SRO services, the CITY will provide the services for ESY to assist the School Board with complying with their requirements of armed protection while students are present. These services do not financially impact this MOU or the agreed upon financial consideration.

11. During critical incidents, such as, but not limited to, natural disasters or declared emergencies by the federal government, Governor of Florida, Brevard County Commission, Brevard County Emergency Operations Center Policy Group, or CITY, the Parties shall discuss the specific role and activities of the SROs to accomplish the needs of the BOARD and the CITY throughout the time period of the critical incident, but at no time can either Party fail to

fulfill the respective obligations by each Party as contained in this MOU, and Exhibit I and Exhibit II, to include funding, without mutually agreed written agreement. However, if the CITY is unable due to the nature of the critical incident, not due to any action or directive from the BOARD or employees, representatives or agents of the BOARD, to provide the services for which the CITY is obligated to provide pursuant to this MOU, the BOARD shall not be obligated to pay for services that are not being rendered or offered to be rendered by the CITY.

12. At all material times, the SRO(s) shall wear the CITY's Police Department uniform or other attire as authorized by the Chief of Police.

13. The Parties agree that each Party shall be responsible for any economic damages that result from the negligence or intentional acts of such Party or such Party's employees, officers, agents, or attorneys.

14. The BOARD and CITY acknowledge that each entity is an agency or subdivision of the State of Florida. To the extent permitted in Section 768.28(19), Florida Statutes, each Party shall indemnify, defend, and hold harmless, and free from the liability, the other Party, its officers, agents, or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the services contemplated hereunder except to the extent caused by the sole negligence of a Party.

15. The provisions of this MOU are in no event intended to constitute a waiver of, or in any way affect or impinge, the rights, privileges and immunities of any Party provided or arising pursuant to the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any corresponding provisions of law.

16. The CITY agrees to the goals and guidelines stipulated in the attached Exhibits I and II, which are incorporated by reference herein and made a part hereof.

17. This MOU and respective Exhibits I and II, constitute the entire agreement between the Parties and contains all of the agreements described herein between the Parties with respect to the subject matter contained herein. This MOU supersedes all other agreements, either oral or in writing, between the

Parties hereto with respect to the subject matter of this MOU and respective Exhibits I and II.

18. No provision of this MOU may be changed or modified except by written agreement signed by the Parties.

19. This MOU is for the benefit of BOARD and the CITY. No other person is intended to be a beneficiary under this MOU. No employee of the CITY shall derive any property right in his/her employment not otherwise enjoyed by such employee, by virtue of this MOU. Furthermore, neither the CITY nor the BOARD assumes any duties to any individual, including foreseeable victims of crime, not otherwise imposed by common law, by virtue of the execution of this MOU.

20. The Parties acknowledge that, by the signing of this MOU, they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this MOU, and no approvals or consents of any persons other than the Parties are necessary in connection with this MOU.

21. The Parties shall not assign nor transfer their respective obligations under this MOU, but this MOU shall continue in full force and effect notwithstanding the election or appointment of a Chief of Police who succeeds the CITY in office. This MOU shall be binding on the Parties' respective successors.

22. Notwithstanding any provisions in this MOU to the contrary, if the BOARD does not provide funding to the CITY to provide services pursuant to this MOU or any appendix contained or referenced, the CITY may terminate this MOU without incurring any further liability or obligations to the BOARD.

23. The BOARD has designated the Major and the CITY has designated the Chief of Police for the purpose of monitoring the terms of this MOU.

24. To the extent that any provision of this MOU shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this MOU, and the validity and enforceability of the remainder of such provision, if any, and of this MOU shall be unaffected.

25. This MOU shall be subject to and governed by the laws of the State of Florida, without regard to that state's conflict of laws principles. Venue for any action to interpret or enforce this MOU or that otherwise arises out of this MOU,

shall lie exclusively in the appropriate state court in and for Brevard County, Florida.

26. This MOU may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

27. The Parties acknowledge that many of their communications and documentation pertaining to this MOU may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this MOU, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.

28. Any request for training records of School Resource Officers (SROs) assigned to schools by the CITY, pursuant to Florida Statue 1006.12, shall be made directly to the CITY as the employing agency of the law enforcement officers serving as SROs. Such requests shall not be made to or processed by the School Board or any individual school within the Brevard County School District. The CITY shall be solely responsible for maintaining, processing, and responding to any requests for SRO training records in accordance with applicable laws and regulations. The School Board and its employees shall promptly redirect any requests for SRO training records to the CITY.

29. **IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE BOARD SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY _____) AT 321-_____ OR AT EMAIL: _____ OR AT ADDRESS: _____, (ATTENTION: RECORDS).**

30. **IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE CITY SHALL CONTACT THE BOARD'S CUSTODIAN OF PUBLIC RECORDS AT 321-633-1000, EXT. 11453, OR AT SCHOOL BOARD OF BREVARD COUNTY, ATTENTION: RECORDS, 2700 JUDGE FRAN JAMIESON WAY, VIERA, FLORIDA 32940.**

**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, the authorized representatives of each of the Parties hereto sign this MOU below on the date specified below, but in all events effective July 1, 2026.

**CITY OF TITUSVILLE, FLORIDA**

BY_____

Dated: _____, 2026

Approved as to form:

_____
Andriene Treasure, City Attorney
Titusville

Dated: _____, 2026

**THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA**

BY_____
Matthew Susin, Board Chair

Dated: _____, 2026

BY_____
Mark J. Rendell, Ed.D.
Superintendent

Dated: _____, 2026

Approved as to form:

_____
Paul Gibbs, General Counsel
School Board of Brevard County, Florida

Dated: _____, 2026

Attachments: Exhibit I
Exhibit II

## Exhibit I

## SCHOOL RESOURCE OFFICER
## PROGRAM GOALS

1. To enhance student safety and improve the security of school campuses;

2. To develop and promote positive relationships between students and law enforcement officers;

3. To foster a better understanding of law enforcement officers in the community;

4. To develop positive concepts of law enforcement;

5. To identify and prevent delinquent behavior through counseling and referral;

6. To provide assistance and support for victims of crime identified within the school setting, including abused children;

7. To develop a better appreciation of citizenship, citizens' rights, obligations, and responsibilities;

8. To provide information about crime prevention;

9. To enhance knowledge of the fundamental concepts and structure of the law;

10. To provide materials and consultative assistance to teachers and parents on various law education topics.

## Exhibit II

## SCHOOL RESOURCE OFFICER PROGRAM GUIDELINES

1. The School Resource Officer (SRO) is a CITY police officer and shall remain exclusively an employee of the CITY and reports to the police department chain of command.

2. Prior to the first day of school, the SRO will present to the Principal a written plan of action for the school year. The plan should include the SRO's work and activities schedule, and if appropriate, his/her work schedule and duties for District pre-planning and post-planning activities. This plan should also include an outline of classroom presentations that may be conducted by the SRO, as well as the number of instructional hours that the SRO may provide.

3. Not less than one (1) time per semester, the SRO and Principal will meet to review the SRO's plan of action and verbally discuss the SRO's progress. As necessary, additional meetings may be requested by either the Principal or the SRO to review the progress of the plan of action.

4. The SRO may be asked to provide supplemental instruction at the discretion of the Principal, as qualified. The Attorney General's (SRO Basic and Advanced Training) philosophy with regard to in-class SRO presentations will be used as a guide.

5. The SRO will engage with students in the following ways: before school during student arrival, between class breaks and during lunch periods, and after school during student dismissal.

6. The SRO shall report to his/her assigned school Principal daily. The SRO shall be assigned specifically to the school during all regular school days. If the SRO is called away from the school for a portion of the school day, the SRO shall notify the Principal and Titusville Police Department supervision. The Titusville Police Department, in conjunction with the BPS Office of District and School Security, will work to ensure appropriate coverage at the school is provided.

7. If the SRO witnesses inappropriate or unacceptable activity on campus, he/she shall report the incident to the school administration and, as appropriate, take law enforcement action. Both police department and school administrative procedures shall be followed. In the event of a policy conflict, police department policy and procedure shall prevail. The SRO shall avoid making arrests on school grounds except under exigent circumstances. If arrest is necessary, the SRO will be called to execute proper law enforcement procedure. If practicable, the SRO should coordinate arrest and other operational strategies with the Principal.

8. Should it become necessary for the SRO to conduct a formal law enforcement interview with a student, the interview should be coordinated with the Principal, parents shall be notified by school staff, and police department policy will be followed.

9. The SRO is encouraged to attend parent, faculty, and staff meetings, as a part of the school administrative team, and to develop support and cultivate an understanding of the SRO program.

10. After consultation and approval of the Chief of Police or his/her designee, the Principal may request an SRO adjust his/her schedule and, as appropriate, may assign the SRO to duties after regular school hours, such as sponsoring extracurricular events, chaperoning field trips, or other after school activities. Any such request shall not conflict with police department policy, the officer's collective bargaining agreement, or result in overtime expenses to either the police department or the District. These after-school activities will be under the supervision of school personnel. The District will not compensate the SRO in an overtime capacity. (This does not include activities such as football games, basketball games, and school dances for which a separate contract of service is required).

11. All overtime shall be approved in advance by the SRO's law enforcement supervisor. Overtime expenses shall be borne by the CITY and not the District.

12. As determined by the police department, the SRO shall submit activity reports to be reviewed by the Principal and the Director of District and School Security.

13. The SRO has the authority to request a review of contract provisions after reasonable review and conferencing between the SRO and the Principal has occurred. The following procedures should be followed:

    A. The SRO will request that a review of the contract provisions be completed stating the reasons for the request in writing. The request will be directed to the SRO's law enforcement supervisor, with a copy being provided to the Principal. A copy of that request must also be provided to the Chief of Police or his/her designee and the Director of the Office of District and School Security.

    B. Within a reasonable period of time after receiving the request for review from the SRO, the Director of the Office of District and School Security will meet with the Chief of Police, or his/her designee, to mediate or resolve any contract provision concerns that may exist between the SRO and the staff at his/her assigned school.

        1. With the approval of the Chief of Police or his/her designee, and the Director of the Office of District and School Security, the SRO, and specified members of the school staff, may be required to be present at a mediation meeting.

        2. If, within a reasonable amount of time after commencement of mediation, the contract provision concerns cannot be resolved or mediated, in the opinion of both the Chief of Police, and the Director of the Office of District and School Security, or designees thereof, a reasonable alternative action will be identified and agreed upon in writing.

14. If, in the opinion of the Principal, the SRO is no longer effective in his or her role as an SRO, the Principal may request the reassignment of the SRO from his/her duties at school. In such cases, the following procedure should be followed:

    A. The Principal will meet with the SRO, and the SRO's law enforcement supervisor and express any concerns and needs of the school. The Principal will work collaboratively with the SRO and SRO's law enforcement supervisor to clearly identify in writing their expectations, as well as the SRO's agreed upon school related duties

and responsibilities. As appropriate, the SRO's law enforcement supervisor may implement a written action plan.

B. If, after reasonable review and discussion between the SRO, the SRO law enforcement supervisor and the Principal has occurred, in the opinion of the Principal the SRO's effectiveness remains questionable, the Principal may request the SRO be reassigned from their position at their assigned school.

C. The Principal shall contact the Director of District and School Security and request that the SRO be removed from the program at his/her school.

15. School Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO. The Principal or any other BOARD employee shall report all allegations of improper conduct to either the SRO's law enforcement supervisor or to the police department Internal Affairs function.

16. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO shall be assigned other duties by the Chief of Police.

# MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** (this "MOU"), is entered into and made effective this 1st day of July 2026, irrespective of when signed, by and between **PARK AVENUE CHRISTIAN ACADEMY, FLORIDA,** hereinafter called the "**BOARD**," and the **CITY OF TITUSVILLE, FLORIDA**, hereinafter called the "**CITY,"** each individually a "Party," collectively "Parties**."**

## WITNESSETH:

**WHEREAS** the BOARD and the CITY desire to assign School Resource Officer ("SRO") to school campus within the CITY for a period of not more than 190 days during the school year; and

**WHEREAS**, in accordance with the Marjory Stoneman Douglas High School Public Safety Act, the BOARD and the CITY believe that this partnership will improve communication among local law enforcement entities, the Florida Department of Juvenile Justice, the Florida Department of Children and Families, the Florida Department of Law Enforcement, community behavioral health providers, and the Brevard Public School District, to increase school and district security efforts and services, provide prevention/intervention strategies, and provide/expand opportunities for safety and security training and awareness for the BOARD's staff members, as well as the faculty and students attending the schools under the jurisdiction of the BOARD and the parents of such students;

**NOW, THEREFORE,** in consideration of the covenants and promises made below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated into this MOU.

2. This MOU shall be effective commencing August 1, 2026, and terminate on June 30, 2027, unless otherwise terminated earlier as provided herein. After the expiration of the term ending on June 30, 2027, this Agreement may be renewed by the Parties for successive one-year periods (commencing on August 1st and ending on June 30th of each successive year) upon the written agreement of the Parties. Thus, the Agreement will not automatically renew, and any renewal can only occur upon the written agreement of the Parties. Either Party may terminate this MOU upon thirty (30) days' written notice to the other Party. Any termination of this MOU that results in overpayment to the CITY will result in the return of funds to the BOARD equal to the proportionate amount of time remaining in the MOU.

3. The CITY shall assign up to one (1) SRO, a sworn law enforcement officer, to work at least a total of One Hundred Ninety (190) days, concurrent to the Park Avenue Christian Academy school teacher work calendar and inclusive of student attendance days. The

SRO shall be assigned to Park Avenue Christian Academy campus to provide security, preparation drills, safety training, and safety awareness related programs to the respective school campus, students, employees, volunteers, and visitors of the Park Avenue Christian Academy. The CITY will provide one (1) SRO for the start of the 2026-27 school year.

4. **Consideration Clause FY 2026-2027:** With respect to the term commencing on August 1, 2026, and terminating on June 30, 2027, the BOARD agrees to reimburse the CITY a flat-fee of Seventy-Seven thousand dollars ($77,000.00) for the SRO for law enforcement services, which includes a portion of the salary, benefits, and associated costs of the CITY as agreed upon for up to the assigned one (1) SRO. If the SRO position remains vacant or becomes vacant, payment will only be made on prorated basis based on the number of days remaining in a school year once the SRO is assigned to a school (or based on days SRO services are provided).

5. **FY 2026-2027:** The CITY shall be responsible for making salary payments and providing benefits to the SRO(s). The BOARD shall reimburse the CITY 10 scheduled payments of Seven Thousand, Seven Hundred Dollars ($7,700) beginning August 30, 2026, and ending on June 30, 2027. ***All invoices should be submitted to Phil Lundquist, Principal. 2600 S. Park Avenue, Titusville, FL 32780, or email invoice phil.lundquist@pacafl.org.***

6. The CITY shall provide the law enforcement equipment and training related to the services provided by the SRO.

7. The Parties understand and agree that the SRO, in rendering services provided for by this MOU, is/are doing so as an employee of the CITY and not as an officer, agent, or employee of the BOARD.

8. BOARD members or any employee under the jurisdiction of the BOARD shall not conduct an internal or administrative investigation or inquiry of alleged improper conduct on the part of any employee of the CITY. All concerns or allegations of improper conduct shall be forwarded immediately upon receipt by the Superintendent or designee to the Chief of Police or designee.

9. The SRO shall comply with the provisions specified in Section 1006.12, Florida Statutes (the School Resource Officer Program).

10. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO may be assigned other law enforcement duties by the Chief of Police. At the request of the Board and with the approval of the Chief of Police or designee, the Chief of Police may provide SRO for school activities after the conclusion of the regular school year until the beginning of the next school year as safe-school security

services for summer school activities. These services do not financially impact this MOU or the agreed upon financial consideration.

11. During critical incidents, such as, but not limited to, natural disasters or declared emergencies by the federal government, Governor of Florida, Brevard County Commission, Brevard County Emergency Operations Center Policy Group, or CITY, the Parties shall discuss the specific role and activities of the SRO to accomplish the needs of the BOARD and the CITY throughout the time period of the critical incident, but at no time can either Party fail to fulfill the respective obligations by each Party as contained in this MOU, and Exhibit I and Exhibit II, to include funding, without mutually agreed written agreement. However, if the CITY is unable due to the nature of the critical incident, not due to any action or directive from the BOARD or employees, representatives or agents of the BOARD, to provide the services for which the CITY is obligated to provide pursuant to this MOU, the BOARD shall not be obligated to pay for services that are not being rendered or offered to be rendered by the CITY.

12. At all material times, the SRO shall wear the CITY's Police Department uniform or other attire as authorized by the Chief of Police.

13. The Parties agree that each Party shall be responsible for any economic damages that result from the negligence or intentional acts of such Party or such Party's employees, officers, agents, or attorneys.

14. The BOARD acknowledges that the City is an agency or subdivision of the State of Florida. To the extent permitted in Section 768.28(19), Florida Statutes, each Party shall indemnify, defend, and hold harmless, and free from the liability, the other Party, its officers, agents, or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the services contemplated hereunder except to the extent caused by the sole negligence of a Party.

15. The provisions of this MOU are in no event intended to constitute a waiver of, or in any way affect or impinge, the rights, privileges and immunities of any Party provided or arising pursuant to the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any corresponding provisions of law.

16. The CITY agrees to the goals and guidelines stipulated in the attached Exhibits I and II, which are incorporated by reference herein and made a part hereof.

17. This MOU and respective Exhibits I and II, constitute the entire agreement between the Parties and contains all of the agreements described herein between the Parties with respect to the subject matter contained herein. This MOU supersedes all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this MOU and respective Exhibits I and II.

18. No provision of this MOU may be changed or modified except by written agreement signed by the Parties.

19. This MOU is for the benefit of the BOARD and the CITY. No other person is intended to be a beneficiary under this MOU. No employee of the CITY shall derive any property right in his/her employment not otherwise enjoyed by such employee, by virtue of this MOU. Furthermore, neither the CITY nor the BOARD assumes any duties to any individual, including foreseeable victims of crime, not otherwise imposed by common law, by virtue of the execution of this MOU.

20. The Parties acknowledge that, by the signing of this MOU, they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this MOU, and no approvals or consents of any persons other than the Parties are necessary in connection with this MOU.

21. The Parties shall not assign nor transfer their respective obligations under this MOU, but this MOU shall continue in full force and effect notwithstanding the election or appointment of a Chief of Police who succeeds the CITY in office. This MOU shall be binding on the Parties' respective successors.

22. Notwithstanding any provisions in this MOU to the contrary, if the BOARD does not provide funding to the CITY to provide services pursuant to this MOU or any appendix contained or referenced, the CITY may terminate this MOU without incurring any further liability or obligations to the BOARD.

23. The BOARD has designated the principal, and the CITY has designated the Chief of Police for the purpose of monitoring the terms of this MOU.

24. To the extent that any provision of this MOU shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this MOU, and the validity and enforceability of the remainder of such provision, if any, and of this MOU shall be unaffected.

25. This MOU shall be subject to and governed by the laws of the State of Florida, without regard to that state's conflict of laws principles. The venue for any action to interpret or enforce this MOU or that otherwise arises out of this MOU, shall lie exclusively in the appropriate state court in and for Brevard County, Florida.

26. This MOU may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

27. The Parties acknowledge that many of their communications and documentation pertaining to this MOU may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this MOU, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.

28. **IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE BOARD SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY _____) AT 321-_____ OR AT EMAIL: _____ OR AT ADDRESS: _____, (ATTENTION: RECORDS).**

29. **IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE CITY SHALL CONTACT THE BOARD'S CUSTODIAN OF PUBLIC RECORDS.**

**IN WITNESS WHEREOF**, the authorized representatives of each of the Parties hereto sign this MOU below on the date specified below, but in all events effective August 1, 2026.

**CITY OF TITUSVILLE, FLORIDA**

BY_____
Andrew Connors, Mayor

DATE _____, 2026

Approved as to form:

_____
Andriene Treasure, City Attorney

DATE: _____, 2026

**PARK AVENUE CHRISTIAN ACADEMY**

BY _____
John Wright, Pastor

DATE: _____, 2026

Attachments: Exhibit I
Exhibit II

## Exhibit I

## SCHOOL RESOURCE OFFICER
## PROGRAM GOALS

1. To enhance student safety and improve the security of school campuses.

2. To develop and promote positive relationships between students and law enforcement officers.

3. To foster a better understanding of law enforcement officers in the community.

4. To develop positive concepts of law enforcement.

5. To identify and prevent delinquent behavior through counseling and referral.

6. To provide assistance and support for victims of crime identified within the school setting, including abused children.

7. To develop a better appreciation of citizenship, citizens' rights, obligations, and responsibilities.

8. To provide information about crime prevention.

9. To enhance knowledge of the fundamental concepts and structure of the law.

10. To provide materials and consultative assistance to teachers and parents on various law education topics.

## Exhibit II

## SCHOOL RESOURCE OFFICER PROGRAM GUIDELINES

1. The School Resource Officer (SRO) is a CITY police officer and shall remain exclusively an employee of the CITY and reports to the police department chain of command.

2. Prior to the first day of school, the SRO will present to the principal a written plan of action for the school year. The plan should include the SRO's work and activities schedule, and if appropriate, his/her work schedule and duties for District pre-planning and post-planning activities. This plan should also include an outline of classroom presentations that may be conducted by the SRO, as well as the number of instructional hours that the SRO may provide.

3. Not less than one (1) time per semester, the SRO and Principal will meet to review the SRO's plan of action and verbally discuss the SRO's progress. As necessary, additional meetings may be requested by either the Principal or the SRO to review the progress of the plan of action.

4. The SRO may be asked to provide supplemental instruction at the discretion of the principal, as qualified. The Attorney General's (SRO Basic and Advanced Training) philosophy with regard to in-class SRO presentations will be used as a guide.

5. The SRO will engage with students in the following ways: before school during student arrival, between class breaks and during lunch periods, and after school during student dismissal.

6. The SRO shall report to his/her assigned school Principal daily. The SRO shall be assigned specifically to the school during all regular school days. If the SRO is called away from the school for a portion of the school day, the SRO shall notify the Principal and Titusville Police Department supervision. The Titusville Police Department will work to ensure appropriate coverage at the school is provided.

7. If the SRO witnesses inappropriate or unacceptable activity on campus, he/she shall report the incident to the school administration and, as appropriate, take law enforcement action. Both police department and school administrative procedures shall be followed. In the event of a policy conflict, police department policy and procedure shall prevail. The SRO shall avoid making arrests on school grounds except under exigent circumstances. If arrest is necessary, the SRO will be called to execute proper law enforcement procedure. If practicable, the SRO should coordinate arrest and other operational strategies with the principal.

8. Should it become necessary for the SRO to conduct a formal law enforcement interview with a student, the interview should be coordinated with the principal, parents shall be notified by school staff, and police department policy will be followed.

9. The SRO is encouraged to attend parent, faculty, and staff meetings, as a part of the school administrative team, and to develop support and cultivate an understanding of the SRO program.

10. After consultation and approval of the Chief of Police or his/her designee, the principal may request an SRO adjust his/her schedule and, as appropriate, may assign the SRO to duties after regular school hours, such as sponsoring extracurricular events, chaperoning field trips, or other after school activities. Any such request shall not conflict with police department policy, the officer's collective bargaining agreement, or result in overtime expenses to either the police department or the Board. These after-school activities will be under the supervision of school personnel. The Board will not compensate the SRO in an overtime capacity. (This does not include activities such as football games, basketball games, and school dances for which a separate contract of service is required).

11. All overtime shall be approved in advance by the SRO's law enforcement supervisor. Overtime expenses shall be borne by the CITY.

12. As determined by the police department, the SRO shall submit activity reports to be reviewed by the principal.

13. The SRO has the authority to request a review of contract provisions after reasonable review and conferencing between the SRO and the Principal has occurred. The following procedures should be followed:

    A. The SRO will request that a review of the contract provisions be completed stating the reasons for the request in writing. The request will be directed to the SRO's law enforcement supervisor, with a copy being provided to the principal. A copy of that request must also be provided to the Chief of Police or his/her designee.

    B. Within a reasonable period of time after receiving the request for review from the SRO, the Principal will meet with the Chief of Police, and the principle or his/her designee, to mediate or resolve any contract provision concerns that may exist between the SRO and the staff at his/her assigned school.

        1. If, within a reasonable amount of time after commencement of mediation, the contract provision concerns cannot be resolved or mediated, in the opinion of

both the Chief of Police, and the principal, a reasonable alternative action will be identified and agreed upon in writing.

14. If, in the opinion of the Principal, the SRO is no longer effective in his or her role as an SRO, the Principal may request the reassignment of the SRO from his/her duties at school. In such cases, the following procedure should be followed:

    A. The principal will meet with the SRO, and the SRO's law enforcement supervisor and express any concerns and needs of the school. The principal will work collaboratively with the SRO and SRO's law enforcement supervisor to clearly identify in writing their expectations, as well as the SRO's agreed upon school related duties and responsibilities. As appropriate, the SRO's law enforcement supervisor may implement a written action plan.

    B. If, after reasonable review and discussion between the SRO, the SRO law enforcement supervisor and the principal has occurred, in the opinion of the Principal the SRO's effectiveness remains questionable, the principal may request the SRO be reassigned from their position at their assigned school.

    C. The principal shall contact the Chief of Police and request that the SRO be removed from the program at his/her school.

15. School Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO. The principal or any other BOARD employee shall report all allegations of improper conduct to either the SRO's law enforcement supervisor or to the police department Internal Affairs function.

16. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO shall be assigned other duties by the Chief of Police.

# MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** (this "MOU"), is entered into and made effective this 1st day of July 2026, irrespective of when signed, by and between **SCULPTOR CHARTER SCHOOL, FLORIDA,** hereinafter called the "**BOARD**," and the **CITY OF TITUSVILLE, FLORIDA**, hereinafter called the "**CITY,"** each individually a "Party," collectively "Parties**."**

## WITNESSETH:

**WHEREAS**, the BOARD and the CITY desire to assign School Resource Officer ("SRO") to school campus within the CITY for a period of not more than 190 days during the school year; and

**WHEREAS**, in accordance with the Marjory Stoneman Douglas High School Public Safety Act, the BOARD and the CITY believe that this partnership will improve communication among local law enforcement entities, the Florida Department of Juvenile Justice, the Florida Department of Children and Families, the Florida Department of Law Enforcement, community behavioral health providers, and the Brevard Public School District, to increase school and district security efforts and services, provide prevention/intervention strategies, and provide/expand opportunities for safety and security training and awareness for the BOARD's staff members, as well as the faculty and students attending the schools under the jurisdiction of the BOARD and the parents of such students;

**NOW, THEREFORE,** in consideration of the covenants and promises made below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated into this MOU.

2. This MOU shall be effective commencing August 1, 2026, and terminate on June 30, 2027, unless otherwise terminated earlier as provided herein. After the expiration of the term ending on June 30, 2027, this Agreement may be renewed by the Parties for successive one-year periods (commencing on August 1st and ending on June 30th of each successive year) upon the written agreement of the Parties. Thus, the Agreement will not automatically renew and any renewal can only occur upon the written agreement of the Parties. Either Party may terminate this MOU upon thirty (30) days' written notice to the other Party. Any termination of this MOU that results in overpayment to the CITY will result in the return of funds to the BOARD equal to the proportionate amount of time remaining in the MOU.

3. The CITY shall assign one (1) SRO, a sworn law enforcement officer, to work at least a total of One Hundred Ninety (190) days, concurrent to the Sculptor Charter school teacher work calendar and inclusive of student attendance days. The SRO shall be assigned to

Sculptor campus to provide security, preparation drills, safety training, and safety awareness related programs to the respective school campus, students, employees, volunteers, and visitors of the Sculptor. The CITY will provide one (1) SRO for the start of the 2026-27 school year.

4. **Consideration Clause FY 2026-2027:** With respect to the term commencing on August 1, 2026, and terminating on June 30, 2027, the BOARD agrees to reimburse the CITY a flat-fee of Seventy-Seven thousand dollars ($77,000) for the SRO for law enforcement services, which includes a portion of the salary, benefits, and associated costs of the CITY as agreed upon for up to the assigned one (1) SRO. If the SRO position remains vacant or becomes vacant, payment will only be made on prorated basis based on the number of days remaining in a school year once the SRO is assigned to a school (or based on days SRO services are provided).

5. **FY 2026-2027:** The CITY shall be responsible for making salary payments and providing benefits to the SRO(s). The BOARD shall reimburse the CITY in four (4) equivalent installments of Nineteen thousand, Two hundred and Fifty dollars ($19,250): due on or before August 1, 2026 (covering the period beginning July 1, 2026, through September 30, 2026); November 1, 2026 (covering the period beginning October 1, 2026, through December 31, 2026; February 1, 2027 (covering the period beginning January 1, 2027, through March 31, 2027); and April 1, 2027 (covering the period beginning April 1, 2027, through June 30, 2027). ***All invoices will be submitted to Chris Quam, 1301 Armstrong Drive, Titusville, FL 32780 or Quam.chris@sculptorcharter.org .***

6. The CITY shall provide the law enforcement equipment and training related to the services provided by the SRO.

7. The Parties understand and agree that the SRO, in rendering services provided for by this MOU, is/are doing so as an employee of the CITY and not as an officer, agent, or employee of the BOARD.

8. BOARD members or any employee under the jurisdiction of the BOARD shall not conduct an internal or administrative investigation or inquiry of alleged improper conduct on the part of any employee of the CITY. All concerns or allegations of improper conduct shall be forwarded immediately upon receipt by the Superintendent or designee to the Chief of Police or designee.

9. The SRO shall comply with the provisions specified in Section 1006.12, Florida Statutes (the School Resource Officer Program).

10. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO may be assigned other law enforcement duties by the

Chief of Police. At the request of the Board and with the approval of the Chief of Police or designee, the Chief of Police may provide SRO for school activities after the conclusion of the regular school year until the beginning of the next school year as safe-school security services for summer school activities. These services do not financially impact this MOU or the agreed upon financial consideration.

11. During critical incidents, such as, but not limited to, natural disasters or declared emergencies by the federal government, Governor of Florida, Brevard County Commission, Brevard County Emergency Operations Center Policy Group, or CITY, the Parties shall discuss the specific role and activities of the SRO to accomplish the needs of the BOARD and the CITY throughout the time period of the critical incident, but at no time can either Party fail to fulfill the respective obligations by each Party as contained in this MOU, and Exhibit I and Exhibit II, to include funding, without mutually agreed written agreement. However, if the CITY is unable due to the nature of the critical incident, not due to any action or directive from the BOARD or employees, representatives or agents of the BOARD, to provide the services for which the CITY is obligated to provide pursuant to this MOU, the BOARD shall not be obligated to pay for services that are not being rendered or offered to be rendered by the CITY.

12. At all material times, the SRO shall wear the CITY's Police Department uniform or other attire as authorized by the Chief of Police.

13. The Parties agree that each Party shall be responsible for any economic damages that result from the negligence or intentional acts of such Party or such Party's employees, officers, agents, or attorneys.

14. The BOARD and CITY acknowledge that each entity is an agency or subdivision of the State of Florida. To the extent permitted in Section 768.28(19), Florida Statutes, each Party shall indemnify, defend, and hold harmless, and free from the liability, the other Party, its officers, agents, or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the services contemplated hereunder except to the extent caused by the sole negligence of a Party.

15. The provisions of this MOU are in no event intended to constitute a waiver of, or in any way affect or impinge, the rights, privileges and immunities of any Party provided or arising pursuant to the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any corresponding provisions of law.

16. The CITY agrees to the goals and guidelines stipulated in the attached Exhibits I and II, which are incorporated by reference herein and made a part hereof.

17. This MOU and respective Exhibits I and II, constitute the entire agreement between the Parties and contains all of the agreements described herein between the Parties with respect to the subject matter contained herein. This MOU supersedes all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this MOU and respective Exhibits I and II.

18. No provision of this MOU may be changed or modified except by written agreement signed by the Parties.

19. This MOU is for the benefit of BOARD and the CITY. No other person is intended to be a beneficiary under this MOU. No employee of the CITY shall derive any property right in his/her employment not otherwise enjoyed by such employee, by virtue of this MOU. Furthermore, neither the CITY nor the BOARD assumes any duties to any individual, including foreseeable victims of crime, not otherwise imposed by common law, by virtue of the execution of this MOU.

20. The Parties acknowledge that, by the signing of this MOU, they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this MOU, and no approvals or consents of any persons other than the Parties are necessary in connection with this MOU.

21. The Parties shall not assign nor transfer their respective obligations under this MOU, but this MOU shall continue in full force and effect notwithstanding the election or appointment of a Chief of Police who succeeds the CITY in office. This MOU shall be binding on the Parties' respective successors.

22. Notwithstanding any provisions in this MOU to the contrary, if the BOARD does not provide funding to the CITY to provide services pursuant to this MOU or any appendix contained or referenced, the CITY may terminate this MOU without incurring any further liability or obligations to the BOARD.

23. The BOARD has designated the Principal and the CITY has designated the Chief of Police for the purpose of monitoring the terms of this MOU.

24. To the extent that any provision of this MOU shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this MOU, and the validity and enforceability of the remainder of such provision, if any, and of this MOU shall be unaffected.

25. This MOU shall be subject to and governed by the laws of the State of Florida, without regard to that state's conflict of laws principles. Venue for any action to interpret or enforce this MOU or that otherwise arises out of this MOU, shall lie exclusively in the appropriate state court in and for Brevard County, Florida.

26. This MOU may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

27. The Parties acknowledge that many of their communications and documentation pertaining to this MOU may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this MOU, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.

28. **IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE BOARD SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY _____) AT 321-_____ OR AT EMAIL: _____ OR AT ADDRESS: _____, (ATTENTION: RECORDS).**

29. **IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE CITY SHALL CONTACT THE BOARD'S CUSTODIAN OF PUBLIC RECORDS.**

**IN WITNESS WHEREOF**, the authorized representatives of the each of the Parties hereto sign this MOU below on the date specified below, but in all events effective August 1, 2026.

| **CITY OF TITUSVILLE, FLORIDA** | **SCULPTOR CHARTER SCHOOL** |
|---|---|
| BY _____ | BY _____ |
| Andrew Connors, Mayor | Christine Quam, Principal |
| DATE: _____, 2026 | DATE: _____, 2026 |

Approved as to form:

_____

Andriene Treasure, City Attorney

DATE: _____, 2026

Attachments: Exhibit I
Exhibit II

## Exhibit I

## SCHOOL RESOURCE OFFICER
## PROGRAM GOALS

1. To enhance student safety and improve the security of school campuses;

2. To develop and promote positive relationships between students and law enforcement officers;

3. To foster a better understanding of law enforcement officers in the community;

4. To develop positive concepts of law enforcement;

5. To identify and prevent delinquent behavior through counseling and referral;

6. To provide assistance and support for victims of crime identified within the school setting, including abused children.

7. To develop a better appreciation of citizenship, citizens' rights, obligations, and responsibilities;

8. To provide information about crime prevention;

9. To enhance knowledge of the fundamental concepts and structure of the law;

10. To provide materials and consultative assistance to teachers and parents on various law education topics.

## Exhibit II

## SCHOOL RESOURCE OFFICER PROGRAM GUIDELINES

1. The School Resource Officer (SRO) is a CITY police officer and shall remain exclusively an employee of the CITY and reports to the police department chain of command.

2. Prior to the first day of school, the SRO will present to the Principal a written plan of action for the school year. The plan should include the SRO's work and activities schedule, and if appropriate, his/her work schedule and duties for District pre-planning and post-planning activities. This plan should also include an outline of classroom presentations that may be conducted by the SRO, as well as the number of instructional hours that the SRO may provide.

3. Not less than one (1) time per semester, the SRO and Principal will meet to review the SRO's plan of action and verbally discuss the SRO's progress. As necessary, additional meetings may be requested by either the Principal or the SRO to review the progress of the plan of action.

4. The SRO may be asked to provide supplemental instruction at the discretion of the Principal, as qualified. The Attorney General's (SRO Basic and Advanced Training) philosophy with regard to in-class SRO presentations will be used as a guide.

5. The SRO will engage with students in the following ways: before school during student arrival, between class breaks and during lunch periods, and after school during student dismissal.

6. The SRO shall report to his/her assigned school Principal daily. The SRO shall be assigned specifically to the school during all regular school days. If the SRO is called away from the school for a portion of the school day, the SRO shall notify the Principal and Titusville Police Department supervision. The Titusville Police Department, will work to ensure appropriate coverage at the school is provided.

7. If the SRO witnesses inappropriate or unacceptable activity on campus, he/she shall report the incident to the school administration and, as appropriate, take law enforcement action. Both police department and school administrative procedures shall be followed. In the event of a policy conflict, police department policy and procedure shall prevail. The SRO shall avoid making arrests on school grounds except under exigent circumstances. If arrest is necessary, the SRO will be called to execute proper law enforcement procedure. If practicable, the SRO should coordinate arrest and other operational strategies with the Principal.

8. Should it become necessary for the SRO to conduct a formal law enforcement interview with a student, the interview should be coordinated with the Principal, parents shall be notified by school staff, and police department policy will be followed.

9. The SRO is encouraged to attend parent, faculty, and staff meetings, as a part of the school administrative team, and to develop support and cultivate an understanding of the SRO program.

10. After consultation and approval of the Chief of Police or his/her designee, the Principal may request an SRO adjust his/her schedule and, as appropriate, may assign the SRO to duties after regular school hours, such as sponsoring extracurricular events, chaperoning field trips, or other after school activities. Any such request shall not conflict with police department policy, the officer's collective bargaining agreement, or result in overtime expenses to either the police department or the Board. These after-school activities will be under the supervision of school personnel. The Board will not compensate the SRO in an overtime capacity. (This does not include activities such as football games, basketball games, and school dances for which a separate contract of service is required).

11. All overtime shall be approved in advance by the SRO's law enforcement supervisor. Overtime expenses shall be borne by the CITY.

12. As determined by the police department, the SRO shall submit activity reports to be reviewed by the Principal.

13. The SRO has the authority to request a review of contract provisions after reasonable review and conferencing between the SRO and the Principal has occurred. The following procedures should be followed:

    A. The SRO will request that a review of the contract provisions be completed stating the reasons for the request in writing. The request will be directed to the SRO's law enforcement supervisor, with a copy being provided to the Principal. A copy of that request must also be provided to the Chief of Police or his/her designee.

    B. Within a reasonable period of time after receiving the request for review from the SRO, the Principal will meet with the Chief of Police, and the Principle or his/her designee, to mediate or resolve any contract provision concerns that may exist between the SRO and the staff at his/her assigned school.

        1. If, within a reasonable amount of time after commencement of mediation, the contract provision concerns cannot be resolved or mediated, in the opinion of

both the Chief of Police, and the Principal, a reasonable alternative action will be identified and agreed upon in writing.

14. If, in the opinion of the Principal, the SRO is no longer effective in his or her role as an SRO, the Principal may request the reassignment of the SRO from his/her duties at school. In such cases, the following procedure should be followed:

    A. The Principal will meet with the SRO, and the SRO's law enforcement supervisor and express any concerns and needs of the school. The Principal will work collaboratively with the SRO and SRO's law enforcement supervisor to clearly identify in writing their expectations, as well as the SRO's agreed upon school related duties and responsibilities. As appropriate, the SRO's law enforcement supervisor may implement a written action plan.

    B. If, after reasonable review and discussion between the SRO, the SRO law enforcement supervisor and the Principal has occurred, in the opinion of the Principal the SRO's effectiveness remains questionable, the Principal may request the SRO be reassigned from their position at their assigned school.

    C. The Principal shall contact the Chief of Police and request that the SRO be removed from the program at his/her school.

15. School Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO. The Principal or any other BOARD employee shall report all allegations of improper conduct to either the SRO's law enforcement supervisor or to the police department Internal Affairs function.

16. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO shall be assigned other duties by the Chief of Police.

# MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** (this "MOU"), is entered into and made effective this 1st day of August 2026, irrespective of when signed, by and between **ST. TERESA OF AVILA CATHOLIC CHURCH,** hereinafter called the **"the SCHOOL,"** and the **CITY OF TITUSVILLE, FLORIDA,** hereinafter called the **"CITY,"** each individually a "Party," collectively "Parties."

## WITNESSETH:

**WHEREAS** the SCHOOL and the CITY desire to assign a School Resource Officer ("SRO") to the school campus within the CITY for a period of not more than 190 days during the school year; and

**WHEREAS,** in accordance with the Marjory Stoneman Douglas High School Public Safety Act, the SCHOOL and the CITY believe that this partnership will improve communication among local law enforcement entities, the Florida Department of Juvenile Justice, the Florida Department of Children and Families, the Florida Department of Law Enforcement, and community behavioral health providers, , to increase school security efforts and services, provide prevention/intervention strategies, and provide/expand opportunities for safety and security training and awareness for the SCHOOL' s faculty and students and the parents of such students;

**NOW, THEREFORE,** in consideration of the covenants and promises made below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated into this MOU.

2. This MOU shall be effective commencing on or about August 1st, 2026, and terminate on or about June 5th, 2027, unless otherwise terminated earlier as provided herein. After the expiration of the term ending on or about June 5th, 2027, this Agreement may be renewed by the Parties for successive one-year periods (commencing on or about August 1st and ending on or about June 5th of each successive year) upon the written agreement of the Parties. Thus, the Agreement will not automatically renew, and any renewal can only occur upon the written agreement of the Parties. Either Party may terminate this MOU upon thirty (30) days' written notice to the other Party. Any termination of this MOU that results in overpayment to the CITY will result in the return of funds to the SCHOOL equal to the proportionate amount of time remaining in the MOU.

3. The CITY shall assign up to one (1) SRO, a sworn law enforcement officer, to work at least a total of One Hundred Ninety (190) days, concurrent to the St. Teresa Catholic School teacher work calendar and inclusive of student attendance days. The

SRO shall be assigned to St. Teresa Catholic School campus to provide security, preparation drills, safety training, and safety awareness related programs to the respective school campus, students, employees, volunteers, and visitors of St. Teresa Catholic School. The CITY will provide one (1) SRO for the start of the 2026-27 school year. SRO's regular hours at SCHOOL will be 0730 to 1530.

4. **Consideration Clause FY 2026-2027:** With respect to the term commencing on or about August 1st, 2026, and terminating on or about June 5th, 2027, the SCHOOL agrees to reimburse the CITY a Seventy-Seven Thousand and 00/100 dollars ($77,000) for the SRO for law enforcement services, which includes a portion of the salary, benefits, and associated costs of the CITY as agreed upon for up to the assigned one (1) SRO ("SCHOOL Payment"). If the SRO position remains vacant or becomes vacant, payment will only be made on a prorated basis based on the number of days remaining in a school year once the SRO is assigned to a school (or based on days SRO services are provided).

5. **FY 2026-2027:** The CITY shall be responsible for making salary payments and providing benefits to the SRO(s). The SCHOOL shall make the SCHOOL The SCHOOL Payment will be made in three equal installments, one by August 31, 2026, one by January 31, 2027, and one by April 30, 2027. ***All invoices should be submitted to Mary McCrory, Principal 207 Ojibway, Titusville, FL 32780, or email invoice `info@stteresa-titusville.org'.***

6. The CITY shall provide the law enforcement equipment and training related to the services provided by the SRO.

7. The Parties understand and agree that the SRO, in rendering services provided for by this MOU, is/are doing so as an employee of the CITY and not as an officer, agent, or employee of the SCHOOL.

8. SCHOOL members or any employee under the jurisdiction of the SCHOOL shall not conduct an internal or administrative investigation or inquiry of alleged improper conduct on the part of any employee of the CITY with the exception of the SCHOOL's responsibility to investigate any misconduct of the SRO involving students or staff. All concerns or allegations of improper conduct shall be forwarded immediately upon receipt by the Superintendent or designee to the Chief of Police or designee.

9. The SRO shall comply with the provisions specified in Section 1006.12, Florida Statutes (the School Resource Officer Program).

10. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO may be assigned other law enforcement duties by the Chief of Police. At the request of the SCHOOL and with the approval of the Chief of Police or designee,

the Chief of Police may provide SRO for school activities after the conclusion of the regular school year until the beginning of the next school year as safe-school security services for summer school activities. These services do not financially impact this MOU or the agreed upon financial consideration.

11. During critical incidents, such as, but not limited to, natural disasters or declared emergencies by the federal government, Governor of Florida, Brevard County Commission, Brevard County Emergency Operations Center Policy Group, or CITY, the Parties shall discuss the specific role and activities of the SRO to accomplish the needs of the SCHOOL and the CITY throughout the time period of the critical incident, but at no time can either Party fail to fulfill the respective obligations by each Party as contained in this MOU, and Exhibit I and Exhibit II, to include funding, without mutually agreed written agreement. However, if the CITY is unable due to the nature of the critical incident, not due to any action or directive from the SCHOOL or employees, representatives or agents of the SCHOOL, to provide the services for which the CITY is obligated to provide pursuant to this MOU, the SCHOOL shall not be obligated to pay for services that are not being rendered or offered to be rendered by the CITY.

12. At all material times, the SRO shall wear the CITY' s Police Department uniform or other attire as authorized by the Chief of Police.

13. The Parties agree that each Party shall be responsible for any economic damages that result from the negligence or intentional acts of such Party or such Party's employees, officers, or agents, with the exception that the SCHOOL will not be responsible for any injury suffered by SRO or any other employee, agent, contractor, servant, employee, licensee, or invitee acting on behalf of CITY resulting from aiding in the prevention or abatement of active assailant incidents on or immediately surrounding school premises.

14. The SCHOOL acknowledges that the City is an agency or subdivision of the State of Florida. To the extent permitted in Section 768.28(19), Florida Statutes, each Party shall indemnify, defend, and hold harmless, and free from the liability, the other Party, its officers, agents, or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the services contemplated hereunder except to the extent caused by the sole negligence of a Party, and with the exception that the SCHOOL will not be responsible for any injury suffered by SRO or any other employee, agent, contractor, servant, employee, licensee, or invitee acting on behalf of CITY resulting from aiding in the prevention or abatement of active assailant incidents on or immediately surrounding school premises.

15. The provisions of this MOU are in no event intended to constitute a waiver of, or in any way affect or impinge, the rights, privileges and immunities of any Party provided or arising pursuant to the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any corresponding provisions of law.

16. The CITY agrees to the goals and guidelines stipulated in the attached Exhibits I and II, which are incorporated by reference herein and made a part hereof.

17. This MOU and respective Exhibits I and II, constitute the entire agreement between the Parties and contains all the agreements described herein between the Parties with respect to the subject matter contained herein. This MOU supersedes all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this MOU and respective Exhibits I and II.

18. No provision of this MOU may be changed or modified except by written agreement signed by the Parties.

19. This MOU is for the benefit of the SCHOOL and the CITY. No other person is intended to be a beneficiary under this MOU. No employee of the CITY shall derive any property right in his/her employment not otherwise enjoyed by such employee, by virtue of this MOU. Furthermore, neither the CITY nor the SCHOOL assumes any duties to any individual, including foreseeable victims of crime, not otherwise imposed by common law, by virtue of the execution of this MOU.

20. The Parties acknowledge that, by the signing of this MOU, they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this MOU, and no approvals or consents of any persons other than the Parties are necessary in connection with this MOU.

21. The Parties shall not assign nor transfer their respective obligations under this MOU, but this MOU shall continue in full force and effect notwithstanding the election or appointment of a Chief of Police who succeeds the CITY in office. This MOU shall be binding on the Parties' respective successors.

22. Notwithstanding any provisions in this MOU to the contrary, if the SCHOOL does not provide funding to the CITY to provide services pursuant to this MOU or any appendix contained or referenced, the CITY may terminate this MOU without incurring any further liability or obligations to the SCHOOL.

23. The SCHOOL has designated the principal, and the CITY has designated the Chief of Police for the purpose of monitoring the terms of this MOU.

24. To the extent that any provision of this MOU shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this MOU, and the validity and enforceability of the remainder of such provision, if any, and of this MOU shall be unaffected.

25. This MOU shall be subject to and governed by the laws of the State of Florida, without regard to that state's conflict of laws principles. The venue for any action to interpret or enforce this MOU or that otherwise arises out of this MOU, shall lie exclusively in the appropriate state court in and for Brevard County, Florida.

26. This MOU may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

27. The Parties acknowledge that many of their communications and documentation pertaining to this MOU may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this MOU, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.

28. Unless otherwise specified in this MOU, all education records shall remain the property of the SCHOOL, the CITY serves solely as custodian of such information pursuant to this MOU and claims no ownership or property rights thereto and, upon termination of this MOU shall at the SCHOOL's request, return to the SCHOOL or purge the education records in compliance with the applicable Florida Retention Schedules and provide the SCHOOL with a written acknowledgment of said disposition.

29. The CITY and the SRO further agree that they shall:

    a) fully comply with the requirements of §§1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C §1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

    b) hold any education records in strict confidence and not use or redisclose such records except as required by this MOU or as required or permitted by law unless the parent of such student or a student age 18 years or older whose education records are to be shared provides written consent for their release;

    c) ensure that, at all times, all of the CITY's employees who have access to any education records pursuant to this MOU shall abide strictly by its obligations under this MOU, and that access to education records is limited only to those persons that require the information to carry out their responsibilities under this MOU, and shall provide a list of such employees to the SCHOOL upon request;

d) safeguard each education records through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

e) utilize the education records solely for the purposes for which the disclosure was made or as contemplated under this MOU; and shall not share, publish, sell, distribute, target advertise, display, or otherwise redisclose education records to any third-party without consent unless the redisclosure fits within one of the exceptions to FERPA's consent requirements, including an official law enforcement inquiry;

f) notify the SCHOOL immediately upon discovery of a breach of confidentiality of education records as indicated herein below and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by §501.171, Florida Statutes;

g) fully cooperate with appropriate SCHOOL staff, including its Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner.

h) Nothing in this Paragraph 29, requires the SCHOOL to provide the SRO or CITY student records.

**30. IF THE SCHOOL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE SCHOOL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE SCHOOL SHALL** CONTACT **THE CITY'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY** WANDA WELLS) 321-567-3686 OR AT EMAIL: WANDA.WELLS@TITUSVILLE.COM OR **AT ADDRESS: 555 S. WASHINGTON AVE., TITUSVILLE, FL, 32796, (ATTENTION: RECORDS).**

**31. IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE CITY SHALL CONTACT THE SCHOOL'S CUSTODIAN OF PUBLIC RECORDS.**

**IN WITNESS WHEREOF,** the authorized representatives of each of the Parties hereto sign this MOU below on the date specified below, but in all events effective August 1, 2026.

**CITY OF TITUSVILLE, FLORIDA**

BY
Andrew Connors, Mayor

Dated: , 2026

Andriene Treasure, City Attorney

Dated: / , 2025

**ST TERESA CATHOLIC SCHOOL**

Mary McCrory, Principal

Dated: , 2026

Attachments: Exhibit I

Exhibit II

## Exhibit I

## SCHOOL RESOURCE OFFICER
## PROGRAM GOALS

1. To enhance student safety and improve the security of school campuses.

2. To develop and promote positive relationships between students and law enforcement officers.

3. To foster a better understanding of law enforcement officers in the community.

4. To develop positive concepts of law enforcement.

5. To identify and prevent delinquent behavior through counseling and referral in conjunction with and approval of the Principal.

6. To provide assistance and support for victims of crime identified within the school setting, including abused children.

7. To develop a better appreciation of citizenship, citizens' rights, obligations, and responsibilities.

8. To provide information about crime prevention.

9. To enhance knowledge of the fundamental concepts and structure of the law.

10. To provide materials and consultative assistance to teachers and parents on various law education topics in conjunction with and approval of the Principal.

## Exhibit II

## SCHOOL RESOURCE OFFICER PROGRAM GUIDELINES

1. The School Resource Officer (SRO) is a CITY police officer and shall remain exclusively an employee of the CITY and reports to the police department chain of command.

2. Prior to the first day of school, the SRO will present to the principal a written plan of action for the school year. The plan should include the SRO's work and activities schedule, and if appropriate, his/her work schedule and duties for SCHOOL pre-planning and post-planning activities. This plan should also include an outline of classroom presentations that may be conducted by the SRO, as well as the number of instructional hours that the SRO may provide with approval of the Principal.

3. Not less than one (1) time per semester, the SRO and Principal will meet to review the SRO's plan of action and verbally discuss the SRO's progress. As necessary, additional meetings may be requested by either the Principal or the SRO to review the progress of the plan of action.

4. The SRO may be asked to provide supplemental instruction at the discretion of the principal, as qualified. The Attorney General's (SRO Basic and Advanced Training) philosophy with regard to in-class SRO presentations will be used as a guide.

5. The SRO will engage with students in the following ways: before school during student arrival, between class breaks and during lunch periods, and after school during student dismissal. SRO shall not have any out of school personal communications with any students whether in person or by phone, text, email or social media. Law enforcement related contacts are the exception.

6. The SRO shall report to his/her assigned school Principal daily. The SRO shall be assigned specifically to the school during all regular school days. If the SRO is called away from the school for a portion of the school day, the SRO shall notify the Principal and Titusville Police Department supervision. The Titusville Police Department will work to ensure appropriate coverage at the school is provided.

7. If the SRO witnesses inappropriate or unacceptable activity on campus, he/she shall report the incident to the school administration and, as appropriate, take law enforcement action. Both police department and school administrative procedures shall be followed. In the event of a policy conflict, police department policy and procedure shall prevail. The SRO shall avoid making arrests on school grounds except under exigent circumstances. If arrest is necessary, the SRO will be called to execute proper law

enforcement procedure. If practicable, the SRO should coordinate arrest and other operational strategies with the principal.

8. Should it become necessary for the SRO to conduct a formal law enforcement interview with a student, the interview should be coordinated with the principal, parents shall be notified by school staff, and police department policy will be followed.

9. The SRO is encouraged to attend parent, faculty, and staff meetings, as a part of the school administrative team, and to develop support and cultivate an understanding of the SRO program.

10. After consultation and approval of the Chief of Police or his/her designee, the principal may request an SRO adjust his/her schedule and, as appropriate, may assign the SRO to duties after regular school hours, such as sponsoring extracurricular events, chaperoning field trips, or other after school activities. Any such request shall not conflict with police department policy, the officer's collective bargaining agreement, or result in overtime expenses to either the police department or the SCHOOL. These after-school activities will be under the supervision of school personnel. The SCHOOL will not compensate the SRO in an overtime capacity. (This does not include activities such as football games, basketball games, and school dances for which a separate contract of service is required).

11. All overtime shall be approved in advance by the SRO's law enforcement supervisor. Overtime expenses shall be borne by the CITY.

12. As determined by the police department, the SRO shall submit activity reports to be reviewed by the principal.

13. The SRO has the authority to request a review of contract provisions after reasonable review and conferencing between the SRO and the Principal has occurred. The following procedures should be followed:

    A. The SRO will request that a review of the contract provisions be completed stating the reasons for the request in writing. The request will be directed to the SRO's law enforcement supervisor, with a copy being provided to the principal. A copy of that request must also be provided to the Chief of Police or his/her designee.

    B. Within a reasonable period of time after receiving the request for review from the SRO, the Principal will meet with the Chief of Police, and the principle or his/her designee, to mediate or resolve any contract provision concerns that may exist between the SRO and the staff at his/her assigned school.

1. If, within a reasonable amount of time after commencement of mediation, the contract provision concerns cannot be resolved or mediated, in the opinion of both the Chief of Police, and the principal, a reasonable alternative action will be identified and agreed upon in writing.

14. If, in the opinion of the Principal, the SRO is no longer effective in his or her role as an SRO, the Principal may request the reassignment of the SRO from his/her duties at school. In such cases, the following procedure should be followed:

    C. The principal will meet with the SRO, and the SRO's law enforcement supervisor and express any concerns and needs of the school. The principal will work collaboratively with the SRO and SRO's law enforcement supervisor to clearly identify in writing their expectations, as well as the SRO's agreed upon school related duties and responsibilities. As appropriate, the SRO's law enforcement supervisor may implement a written action plan.

    D. If, after reasonable review and discussion between the SRO, the SRO law enforcement supervisor and the principal has occurred, in the opinion of the Principal the SRO's effectiveness remains questionable, the principal may request the SRO be reassigned from their position at their assigned school.

    E. The principal shall contact the' Chief of Police and request that the SRO be removed from the program at his/her school.

15. SCHOOL employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO with the exception of the SCHOOL’s responsibility to investigate any misconduct of the SRO involving students or staff.. The principal or any other SCHOOL employee shall report all allegations of improper conduct to either the SRO's law enforcement supervisor or to the police department Internal Affairs function.

16. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO shall be assigned other duties by the Chief of Police.

# MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** (this "MOU"), is entered into and made effective this 1st day of August 2026, irrespective of when signed, by and between **Temple Baptist Church Inc. (Temple Christian School), FLORIDA,** hereinafter called the **"BOARD,"** and the **CITY OF TITUSVILLE, FLORIDA,** hereinafter called the **"CITY,"** each individually a "Party," collectively "Parties."

## WITNESSETH:

**WHEREAS** the BOARD and the CITY desire to assign School Resource Officer ("SRO") to school campus within the CITY for a period of not more than 190 days during the school year; and

**WHEREAS,** in accordance with the Marjory Stoneman Douglas High School Public Safety Act, the BOARD and the CITY believe that this partnership will improve communication among local law enforcement entities, the Florida Department of Juvenile Justice, the Florida Department of Children and Families, the Florida Department of Law Enforcement, community behavioral health providers, and the Brevard Public School District, to increase school and district security efforts and services, provide prevention/intervention strategies, and provide/expand opportunities for safety and security training and awareness for the BOARD' s staff members, as well as the faculty and students attending the schools under the jurisdiction of the BOARD and the parents of such students;

**NOW, THEREFORE,** in consideration of the covenants and promises made below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated into this MOU.

2. This MOU shall be effective commencing July 28th, 2026, and terminate on May 23rd, 2027, unless otherwise terminated earlier as provided herein. After the expiration of the term ending on May 23rd, 2027, this Agreement may be renewed by the Parties for successive one-year periods (commencing on July 28th and ending on May 23rd of each successive year) upon the written agreement of the Parties. Thus, the Agreement will not automatically renew, and any renewal can only occur upon the written agreement of the Parties. Either Party may terminate this MOU upon thirty (30) days' written notice to the other Party. Any termination of this MOU that results in overpayment to the CITY will result in the return of funds to the BOARD equal to the proportionate amount of time remaining in the MOU.

3. The CITY shall assign up to one (1) SRO, a sworn law enforcement officer, to work at least a total of One Hundred Ninety (190) days, concurrent to the Temple Christian School teacher work calendar and inclusive of student attendance days. The

SRO shall be assigned to Temple Christian School campus to provide security, preparation drills, safety training, and safety awareness related programs to the respective school campus, students, employees, volunteers, and visitors of the Temple Christian School. The CITY will provide a one (1) SRO for the start of the 2026-27 school year.

4. **Consideration Clause FY 2026-2027:** With respect to the term commencing on July 28th, 2026, and terminating on May 23rd, 2027, the BOARD agrees to reimburse the CITY a flat-fee of Seventy-Seven Thousand and 00/100 Dollars ($77,000.00) for the SRO for law enforcement services, which includes a portion of the salary, benefits, and associated costs of the CITY as agreed upon for up to the assigned one (1) SRO. If the SRO position remains vacant or becomes vacant, payment will only be made on prorated basis based on the number of days remaining in a school year once the SRO is assigned to a school (or based on days SRO services are provided).

5. **FY 2026-2027:** The CITY shall be responsible for making salary payments and providing benefits to the SRO(s). The BOARD shall reimburse the CITY in four (4) equivalent installments of Nineteen thousand, Two hundred and Fifty dollars ($19,250): due on or before August 1, 2026 (covering the period beginning July 1, 2026, through September 30, 2026); November 1, 2026 (covering the period beginning October 1, 2026, through December 31, 2026; February 1, 2027 (covering the period beginning January 1, 2027, through March 31, 2027); and April 1, 2027 (covering the period beginning April 1, 2027, through June 30, 2027). ***All invoices should be submitted to Rexanna Johnston, 1400 N. US Highway 1, Titusville, FL 32796, or email invoice `TCSfinance.templebc@gmail.com'.***

6. The CITY shall provide the law enforcement equipment and training related to the services provided by the SRO.

7. The Parties understand and agree that the SRO, in rendering services provided for by this MOU, is/are doing so as an employee of the CITY and not as an officer, agent, or employee of the BOARD.

8. BOARD members or any employee under the jurisdiction of the BOARD shall not conduct an internal or administrative investigation or inquiry of alleged improper conduct on the part of any employee of the CITY. All concerns or allegations of improper conduct shall be forwarded immediately upon receipt by the Superintendent or designee to the Chief of Police or designee.

9. The SRO shall comply with the provisions specified in Section 1006.12, Florida Statutes (the School Resource Officer Program).

10. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO may be assigned other law enforcement duties by the Chief of Police. At the request of the Board and with the approval of the Chief of Police or designee, the Chief of Police may provide SRO for school activities after the conclusion of the regular

school year until the beginning of the next school year as safe-school security services summer school activities. These services do not financially impact this MOU or the agreed upon financial consideration.

11. During critical incidents, such as, but not limited to, natural disasters or declared emergencies by the federal government, Governor of Florida, Brevard County Commission, Brevard County Emergency Operations Center Policy Group, or CITY, the Parties shall discuss the specific role and activities of the SRO to accomplish the needs of the BOARD and the CITY throughout the time period of the critical incident, but at no time can either Party fail to fulfill the respective obligations by each Party as contained in this MOU, and Exhibit I and Exhibit II, to include funding, without mutually agreed written agreement. However, if the CITY is unable due to the nature of the critical incident, not due to any action or directive from the BOARD or employees, representatives or agents of the BOARD, to provide the services for which the CITY is obligated to provide pursuant to this MOU, the BOARD shall not be obligated to pay for services that are not being rendered or offered to be rendered by the CITY.

12. At all material times, the SRO shall wear the CITY' s Police Department uniform or other attire as authorized by the Chief of Police.

13. The Parties agree that each Party shall be responsible for any economic damages that result from the negligence or intentional acts of such Party or such Party's employees, officers, agents, or attorneys.

14. The BOARD acknowledges that the City is an agency or subdivision of the State of Florida. To the extent permitted in Section 768.28(19), Florida Statutes, each Party shall indemnify, defend, and hold harmless, and free from the liability, the other Party, its officers, agents, or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the services contemplated hereunder except to the extent caused by the sole negligence of a Party.

15. The provisions of this MOU are in no event intended to constitute a waiver of, or in any way affect or impinge, the rights, privileges and immunities of any Party provided or arising pursuant to the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any corresponding provisions of law.

16. The CITY agrees to the goals and guidelines stipulated in the attached Exhibits I and II, which are incorporated by reference herein and made a part hereof.

17. This MOU and respective Exhibits I and II, constitute the entire agreement between the Parties and contains all the agreements described herein between the Parties with respect to the subject matter contained herein. This MOU supersedes all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this MOU and respective Exhibits I and II.

18. No provision of this MOU may be changed or modified except by written agreement signed by the Parties.

19. This MOU is for the benefit of the BOARD and the CITY. No other person is intended to be a beneficiary under this MOU. No employee of the CITY shall derive any property right in his/her employment not otherwise enjoyed by such employee, by virtue of this MOU. Furthermore, neither the CITY nor the BOARD assumes any duties to any individual, including foreseeable victims of crime, not otherwise imposed by common law, by virtue of the execution of this MOU.

20. The Parties acknowledge that, by the signing of this MOU, they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this MOU, and no approvals or consents of any persons other than the Parties are necessary in connection with this MOU.

21. The Parties shall not assign nor transfer their respective obligations under this MOU, but this MOU shall continue in full force and effect notwithstanding the election or appointment of a Chief of Police who succeeds the CITY in office. This MOU shall be binding on the Parties' respective successors.

22. Notwithstanding any provisions in this MOU to the contrary, if the BOARD does not provide funding to the CITY to provide services pursuant to this MOU or any appendix contained or referenced, the CITY may terminate this MOU without incurring any further liability or obligations to the BOARD.

23. The BOARD has designated the principal, and the CITY has designated the Chief of Police for the purpose of monitoring the terms of this MOU.

24. To the extent that any provision of this MOU shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this MOU, and the validity and enforceability of the remainder of such provision, if any, and of this MOU shall be unaffected.

25. This MOU shall be subject to and governed by the laws of the State of Florida, without regard to that state's conflict of laws principles. The venue for any action to interpret or enforce this MOU or that otherwise arises out of this MOU, shall lie exclusively in the appropriate state court in and for Brevard County, Florida.

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28. **IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE BOARD SHALL** CONTACT **THE CITY'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY** WANDA WELLS) 321-567-3686 OR AT EMAIL: WANDA.WELLS@TITUSVILLE.COM OR **AT ADDRESS: 555 S. WASHINGTON AVE., TITUSVILLE, FL, 32796, (ATTENTION: RECORDS).**

29. **IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE CITY SHALL CONTACT THE BOARD'S CUSTODIAN OF PUBLIC RECORDS.**

**IN WITNESS WHEREOF,** the authorized representatives of each of the Parties hereto sign this MOU below on the date specified below, but in all events effective August 10, 2026.

| **CITY OF TITUSVILLE, FLORIDA** | **Temple Christian School** |
|---|---|
| BY<br>Andrew Connors, Mayor | Andrea Stoner, Principal |
| Dated: , 2026 | Dated: , 2026 |

Approved as to form:

Andriene Treasure, City Attorney

Dated: / , 2026

Attachments: Exhibit I
Exhibit II

## Exhibit I

## SCHOOL RESOURCE OFFICER
## PROGRAM GOALS

1. To enhance student safety and improve the security of school campuses.

2. To develop and promote positive relationships between students and law enforcement officers.

3. To foster a better understanding of law enforcement officers in the community.

4. To develop positive concepts of law enforcement.

5. To identify and prevent delinquent behavior through counseling and referral.

6. To provide assistance and support for victims of crime identified within the school setting, including abused children.

7. To develop a better appreciation of citizenship, citizens' rights, obligations, and responsibilities.

8. To provide information about crime prevention.

9. To enhance knowledge of the fundamental concepts and structure of the law.

10. To provide materials and consultative assistance to teachers and parents on various law education topics.

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1. The School Resource Officer (SRO) is a CITY police officer and shall remain exclusively an employee of the CITY and reports to the police department chain of command.

2. Prior to the first day of school, the SRO will present to the principal a written plan of action for the school year. The plan should include the SRO's work and activities schedule, and if appropriate, his/her work schedule and duties for District pre-planning and post-planning activities. This plan should also include an outline of classroom presentations that may be conducted by the SRO, as well as the number of instructional hours that the SRO may provide.

3. Not less than one (1) time per semester, the SRO and Principal will meet to review the SRO's plan of action and verbally discuss the SRO's progress. As necessary, additional meetings may be requested by either the Principal or the SRO to review the progress of the plan of action.

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6. The SRO shall report to his/her assigned school Principal daily. The SRO shall be assigned specifically to the school during all regular school days. If the SRO is called away from the school for a portion of the school day, the SRO shall notify the Principal and Titusville Police Department supervision. The Titusville Police Department will work to ensure appropriate coverage at the school is provided.

7. If the SRO witnesses inappropriate or unacceptable activity on campus, he/she shall report the incident to the school administration and, as appropriate, take law enforcement action. Both police department and school administrative procedures shall be followed. In the event of a policy conflict, police department policy and procedure shall prevail. The SRO shall avoid making arrests on school grounds except under exigent circumstances. If arrest is necessary, the SRO will be called to execute proper law enforcement procedure. If practicable, the SRO should coordinate arrest and other operational strategies with the principal.

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9. The SRO is encouraged to attend parent, faculty, and staff meetings, as a part of the school administrative team, and to develop support and cultivate an understanding of the SRO program.

10. After consultation and approval of the Chief of Police or his/her designee, the principal may request an SRO adjust his/her schedule and, as appropriate, may assign the SRO to duties after regular school hours, such as sponsoring extracurricular events, chaperoning field trips, or other after school activities. Any such request shall not conflict with police department policy, the officer's collective bargaining agreement, or result in overtime expenses to either the police department or the Board. These after-school activities will be under the supervision of school personnel. The Board will not compensate the SRO in an overtime capacity. (This does not include activities such as football games, basketball games, and school dances for which a separate contract of service is required).

11. All overtime shall be approved in advance by the SRO's law enforcement supervisor. Overtime expenses shall be borne by the CITY.

12. As determined by the police department, the SRO shall submit activity reports to be reviewed by the principal.

13. The SRO has the authority to request a review of contract provisions after reasonable review and conferencing between the SRO and the Principal has occurred. The following procedures should be followed:

    A. The SRO will request that a review of the contract provisions be completed stating the reasons for the request in writing. The request will be directed to the SRO's law enforcement supervisor, with a copy being provided to the principal. A copy of that request must also be provided to the Chief of Police or his/her designee.

    B. Within a reasonable period of time after receiving the request for review from the SRO, the Principal will meet with the Chief of Police, and the principle or his/her designee, to mediate or resolve any contract provision concerns that may exist between the SRO and the staff at his/her assigned school.

        1. If, within a reasonable amount of time after commencement of mediation, the contract provision concerns cannot be resolved or mediated, in the opinion of

both the Chief of Police, and the principal, a reasonable alternative action will be identified and agreed upon in writing.

14. If, in the opinion of the Principal, the SRO is no longer effective in his or her role as an SRO, the Principal may request the reassignment of the SRO from his/her duties at school. In such cases, the following procedure should be followed:

    C. The principal will meet with the SRO, and the SRO's law enforcement supervisor and express any concerns and needs of the school. The principal will work collaboratively with the SRO and SRO's law enforcement supervisor to clearly identify in writing their expectations, as well as the SRO's agreed upon school related duties and responsibilities. As appropriate, the SRO's law enforcement supervisor may implement a written action plan.

    D. If, after reasonable review and discussion between the SRO, the SRO law enforcement supervisor and the principal has occurred, in the opinion of the Principal the SRO's effectiveness remains questionable, the principal may request the SRO be reassigned from their position at their assigned school.

    E. The principal shall contact the' Chief of Police and request that the SRO be removed from the program at his/her school.

15. School Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO. The principal or any other BOARD employee shall report all allegations of improper conduct to either the SRO's law enforcement supervisor or to the police department Internal Affairs function.

16. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO shall be assigned other duties by the Chief of Police.

## Budget Amendment/Transfer Form

| Source of Funds: |
|---|
| FY2026 |

| Account Number | Project Number | Description | Amount | Budget Amendment/ Budget Transfer |
|---|---|---|---|---|
| 001-0000-342.10-02 | | SCHOOL RESOURCE OFFICER | $ 272,068 | Budget Amendment |
| | | **Total** | **$ 272,068** | |

| Use of Funds: |
|---|
| FY2026 |

| Account Number | Project Number | Description | Amount | Budget Amendment/ Budget Transfer |
|---|---|---|---|---|
| 001-5555-513.39-00 | | CONTIGENCY | $ 272,068 | Budget Amendment |
| | | | $ - | Budget Amendment |
| | | **Total** | **$ 272,068** | |

| Input Name: | Budget Office Approval: | Notes: |
|---|---|---|
| | | JUNE 9, 2026 CITY COUNCIL MEETING AGENDA FUND 4TH QU FY26 SCHOOL YR SCHOOL RESOURCE OFFICERS: (10 BREVARD COUNTY SCHOOLS, 1 PARK AVENUE, 1 SCUPLTOR, 1 ST TERESA, 1 TEMPLE BAPTIST CHURCH FOR 14 TOTAL @ $77,000 EACH) |
| **Input Date:** | **Budget Office Approval Date:** | |
| | | |
| **Manual JE/BA#:** | **Post Date:** | |
| | | |

# City of Titusville

"Gateway to Nature and Space"

REPORT

**To:** Members of the City Council

**From:** Thomas Abbate, City Manager

**Subject:** **Bullet Proof Grant Award**

**Department/Office:** Law Enforcement

**Recommended Action:**
Approve and accept the Bulletproof Vest Grant in the amount of $12,273.80 and the associated budget amendment.

**Summary Explanation & Background:**
The Department of Justice awarded the City of Titusville Police Department the Patrick Leahy Bulletproof Vest Award in the amount of $12,273.80. This award includes a fifty percent (50%) match to be provided by the City.

It is recommended that City Council approve and accept the Bulletproof Vest Grant in the amount of $12,273.80 and the associated budget amendment.

**Alternatives:**
Do not approve acceptance of Award.

**Item Budgeted:**
No, see attached BA.

**Source/Use of Funds/Budget Book Page:**

| | | | |
|---|---|---|---|
| Source: | 001-0000-331.20-04-GFLE41 | Bulletproof Vest Program | $12,274 |
| | 001-0801-521.52-01 | Operating Supplies | $(12,274) |
| Use: | 001-0801-521.52-01-GFLE41 | Operating Supplies BPV | $24,548 |

**Strategic Plan:**
Goal 2 - Efficient & Effective Services.

**Strategic Plan Impact:**

**ATTACHMENTS:**

1. BVP 2025-26 APPROVAL - 12,273.80 5-14-26
2. BVP FY25 - AWARD NUMBER 2025BUBX25042575
3. FY 2026 - APPLIC RECEIPT CONFIRMATION
4. BA - PD Bulletproof Vests

BVP FY25
$12,273.80

APPROVED 5/14/26

**Welk, Donald**

**From:** Bureau of Justice Assistance <BJA@public.govdelivery.com>
**Sent:** May 22, 2026 16:30
**To:** Welk, Donald
**Subject:** BJA FY 2025 BVP Funding Award Notice

BJA

# NEWS from BJA

OFFICE OF JUSTICE PROGRAMS • BUREAU OF JUSTICE ASSISTANCE

Dear Applicant,

The Office of Justice Programs' Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the fiscal year (FY) 2025 Bulletproof Vest Partnership (BVP) program. These funds have been posted to your account in the BVP System. A complete list of FY 2025 BVP awards is available online here: https://bja.ojp.gov/funding/fy25-bvp-awards.pdf.

**Important: Jurisdictions *must* be registered and include updated banking information in the System for Award Management (SAM) to receive reimbursement.**

**For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit https://sam.gov/content/help.**

The FY 2025 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2025. The deadline to request payments from the FY 2025 award is August 31, 2027 or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

As a reminder, body armor vests purchased with BVP funds must have been tested through the NIJ Compliance Testing Program and found to comply with the most current NIJ body armor standards, appear on the NIJ Compliant Products List as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. In addition, a written mandatory wear policy for uniformed patrol officers must have been in place at the time of application.

The federal portion of the costs for body armor vests purchased under the BVP Program may not exceed 50 percent. However, jurisdictions may request a financial or natural disaster hardship waiver during the payment request process and receive up to 100 percent of the cost of each body armor vest submitted for reimbursement. Additional information regarding match waivers can be found in the BVP FAQs. Detailed instructions

# Application Summary

Date Submitted to BVP: 10/20/25
Application Status: Approved by BVP

Application Summary for FY 2025 Regular Fund

| Applicant | Quantity | Total Cost | Date Submitted | Status |
|---|---|---|---|---|
| TITUSVILLE CITY | 28 | $26,600.00 | 10/20/25 | Approved by BVP View Details |
| **Grand Totals:** | 28 | $26,600.00 | | |

Award Summary for FY 2025 Regular Fund

| Funds Type | Eligible Amount | Award | Date Approved | Status |
|---|---|---|---|---|
| Regular Fund | $26,600.00 | $12,273.80 | 05/14/26 | Approved by BVP |
| **Grand Totals:** | $26,600.00 | $12,273.80 | | |




# STATUS

5/26/26

1. AGENCY PROFIL

2. APPLICATION

3. PAYMENT

4. STATUS

5. PERSONAL INFO

HELP

**JUR:** TITUSVILLE CITY, FL

LOGOUT

OMB #1121-0235
(Expires: 01/31/2026)

This "Status" page shows any pending actions that must be completed prior to program deadlines. It also provides you with payment(s) status for tracking your requests for approved funds.

- Red ! 's indicate your attention is needed in order to complete a task for action.

## CURRENT ACTIVITY STATUS

| | | |
|---|---|---|
| Application | ✔Approved by BVP | View Details |

## CURRENT PAYMENT REQUESTS

| ATTN | Created Date | Total Amount Requested | Current Status | Status Date | Funding Type | Action |
|---|---|---|---|---|---|---|
| | 05/04/2026 | $1,440.00 | Sent for BVP Approval | 05/04/2026 | Regular Fund | View Details |
| | 04/17/2026 | $960.00 | Sent for BVP Approval | 04/17/2026 | Regular Fund | View Details |

## AVAILABLE AWARDS

| ATTN | Fiscal Year | Award Amount | Total Paid | Total Requests | Eligible Balance | Expiration Date |
|---|---|---|---|---|---|---|
| | 2023 | $12,150.00 | $12,150.00 | $0.00 | $0.00 | 06/25/2026 |
| ! | 2024 | $11,110.89 | $6,509.28 | $2,400.00 | $2,201.61 | 08/31/2026 |
| | 2025 | $12,273.80 | $0.00 | $0.00 | $12,273.80 | 08/31/2028 |

# [EXTERNAL] TITUSVILLE CITY - BVP AWARD #

OS

OJP Service Portal <ojp@servicenowservices.com>
To Welk, Donald

Hello,

Thank you for contacting the BVP Help Desk.

Here is the award number you requested. Please let me know if need further assistance.

2025BUBX25042575

Thank you,

BVP Service Desk

Office of the Chief Information Officer (OCIO)

Office of Justice Programs (OJP)

U.S. Department of Justice (DOJ)

Toll Free: (877) 758-3787

## Welk, Donald

**From:** vests@usdoj.gov
**Sent:** October 20, 2025 15:23
**To:** Welk, Donald
**Subject:** Your Application has been forwarded to BVP for approval

Thank you for submitting an online Patrick Leahy Bulletproof Vest Partnership (BVP) application. Your application will be safeguarded until the current application period closes on December 19, 2025.

Funding Decisions and Notification: When this application period closes, the following will occur: Each application is checked against the availability of funds to cover a portion of its total cost, in keeping with established rules and statutory set-asides. Once funding decisions are made, Congress is notified, followed by an electronic (email) message to the primary jurisdiction contact regarding the specific level of funding available. After this notification, DOJ requires additional time to create or update each jurisdiction's financial account. You will then be notified again (via email) that funds are available for drawdown through the payment request process in your online handbook. Assuming there are no changes or significant delays in the above processes, online payment requests for the 2025 applications should be available no later than September 30, 2025.

Formula and Matching Requirements: The program requires that each applicant jurisdiction be responsible for providing at least 50 percent of the cost of each qualifying vest purchased. Tribal governments may use other federally-appropriated funds to provide their portion of the total cost; all other jurisdictions must use non-federal funds. Non-federal fund sources include state and/or local jurisdiction revenues, private or personal funds, and contributions from insurance or workman's compensation consortiums. Asset forfeiture funds may also be used to meet the jurisdiction's financial requirement. By submitting this application, you have already certified that you understand and will abide by the following: "Funding availability, levels, and percentages are uncertain. There is no guaranteed funding level associated with any application submitted to the BVP program. Jurisdictions agree to meet their financial and contractual obligations associated with any purchase transactions, regardless of the level of funding received through this application."

Purchasing NIJ-approved Vests: BVP program funds may only be used to help defray the costs of NIJ-approved vest makes and models. Any ballistic or stab vest meeting applicable NIJ standards is eligible for funding. Vests contained in your application provide a basis for funding decisions. However, you are not obligated to purchase those exact vest makes and models. You may use BVP funds to help defray the costs of any NIJ-approved vest. Simply reflect any changes in the online receipt report(s), when you initiate the online payment process. BVP funds remain in your "account" through the end of the second federal fiscal year following the year of this application. Therefore, you have ample time to make and complete eligible purchases.

Need Assistance? Please call the BVP technical support helpdesk at 877-758-3787 (toll free). Thank you and continued success in providing lifesaving body armor for your eligible officers and employees.

BVP Technical Support Team

# APPLICATION SUBMITTED

You have submitted the application.

For your reference, the summary data for your Application for Funding is listed below.

APPLICATION PROFILE

| | |
|---|---|
| **Participant** | TITUSVILLE CITY |
| **Fiscal Year** | 2025 |
| **Number of Agencies Applied** | 0 |
| **Total Number of Officers for Application** | 102 |
| **Number of Officers on Approved Applications** | 102 |

APPLICATION PROFILE

| | | |
|---|---|---|
| **Fiscal Year** | | 2025 |
| **Vest Replacement Cycle** | | 5 |
| **Number of Officers** | | 102 |
| **Number of Emergency Replacement Needs** | **Number of Stolen or Damaged** | 0 |
| | **Number of Officer Turnover** | 10 |

| Total Quantity | Total Extended Cost | Total Shipping & Handling Cost | Total Cost |
|---|---|---|---|
| 28 | $26,600.00 | $0.00 | $26,600.00 |

Print For Records

## Budget Amendment/Transfer Form

| Source of Funds: |
|---|
| FY2026 |

| Account Number | Project Number | Description | Amount | Budget Amendment/ Budget Transfer |
|---|---|---|---|---|
| 001-0000-331.20-04-GFLE41 | GFLE41 | FEDERAL GRANT/BP VESTS | $ 12,274 | Budget Amendment |
| 001-0801-521.52-01 | | OPERATING SUPPLIES | $ (12,274) | Budget Adjustment |
| | | **Total** | **$ -** | |

| Use of Funds: |
|---|
| FY2026 |

| Account Number | Project Number | Description | Amount | Budget Amendment/ Budget Transfer |
|---|---|---|---|---|
| 001-0801-521.52-01-GFLE41 | GFLE41 | OPERATING SUPPLIES | $ 24,548 | Budget Amendment |
| | | **Total** | **$ 24,548** | |

| Input Name: | Budget Office Approval: | Notes: |
|---|---|---|
| | | COUNCIL AGENDA DATE JUNE 9, 2026 |
| Input Date: | Budget Office Approval Date: | ACCEPT AND ALLOCATE FY2025 BULLETPROOF VEST GRANT |
| | | |
| Manual JE/BA#: | Post Date: | |
| | | |

# City of Titusville

"Gateway to Nature and Space"

REPORT

**To:** Members of the City Council

**From:** Thomas Abbate, City Manager

**Subject:** **Employee Benefits and Human Resources Consulting Services Agreement**

**Department/Office:** Human Resources

**Recommended Action:**
Approve the Employee Benefits and Services Agreement with Acentria Public Risk in the amount not to exceed $75,000 annual fixed fee per year during an initial three (3) year term and renewable for two (2) optional one (1) year periods with price lock of $75,000 annually upon written mutual consent of the parties and authorize the Mayor to execute the contract subject to review and approval by Purchasing and Contracting, the City Manager and City Attorney.

**Summary Explanation & Background:**
On May 26, 2026, the City Council approved the Evaluation Committee's ranking and recommendation of RFP CO-26-P-001 TB for Human Resources, Employee Benefits and Risk Management Consulting Services of the #1 ranked firm in the amount not to exceed $75,000 annual fixed fee per year during an initial three (3) year term and renewable for two (2) optional one (1) year periods upon written mutual consent and authorized staff to conduct negotiations and finalize contract terms with Acentria Public Risk.

**Alternatives:**
Do not approve the agreement with Acentria Public Risk.

**Item Budgeted:**
Yes

**Source/Use of Funds/Budget Book Page:**
Professional Services 001-1704-513.31-01

**Strategic Plan:**
No. 2 Efficient and Effective Services

**Strategic Plan Impact:**

This action is in line with the Strategic Plan initiative in delivering Efficient and Effective Services.

**ATTACHMENTS:**

1. FRP BAA Template (CA edits)-FINAL DRAFT
2. HR Consultant--Acentria FINAL CITY DRAFT II (CA edits)

**HIPAA Business Associate Agreement**

**between**

**Foundation Risk Partners, Corp. dba Acentria Public Risk**

**and**

**City of Titusville**

## BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (the "Agreement") is entered into this [June 9, 2026], by and between the City of Titusville (hereinafter the "Covered Entity"), and **FOUNDATION RISK PARTNERS, CORP., DBA ACENTRIA PUBLIC RISK, IF APPLICABLE**] (hereinafter the "Business Associate").

**WHEREAS**, This Agreement is intended to comply with the applicable provisions of 45 CFR Parts 160 and 164, subparts A and E (the "Privacy Rule") and 45 CFR Parts 160 and 164, subpart C (the "Security Rule"), issued pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), as supplemented and amended by the privacy provisions of Subtitle D of the American Recovery and Reinvestment Act of 2009, Public Law 111-005, at 42 U.S.C. § 17921 et seq ("ARRA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("HHS"), which statute and regulations collectively may be referred to herein as "HITECH.";

**WHEREAS**, Covered Entity is a group health plan as defined in 45 CFR § 160.103;

**WHEREAS**, Business Associate is an insurance broker that provides consulting services to plan sponsors and group health plans on matters related to employee benefits;

**WHEREAS**, Business Associate has been retained by the Covered Entity to perform a function or activity on behalf of the Covered Entity, and Business Associate recognizes that in the course of performing services for the Covered Entity, it will have access to, create, and/or receive from the Covered Entity Protected Health Information ("PHI") relating to group health plans of the Covered Entity, which PHI shall be the property of the Covered Entity. For purposes herein, PHI shall be limited to the information created or received from the Covered Entity or on its behalf by Business Associate. Whenever used in this Agreement, other capitalized terms shall have the respective meaning set forth below, unless a different meaning shall be clearly required by the context. In addition, other capitalized terms used in this Agreement, but not defined herein, shall have the same meaning as those terms are defined in the Privacy Rule, the Security Rule, or in HITECH;

**WHEREAS**, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the HIPAA Privacy and Security Rules; and

**WHEREAS**, the parties hereby set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in the performance of its obligations;

**NOW, THEREFORE,** in consideration of the mutual promises set forth below, the parties hereby agree as follows:

1. **Definitions:** For purposes of this Agreement:

a. "Applicable Law" means HIPAA, the Privacy Rule, the Security Rule, and the HITECH Act ("HITECH"), as amended from time to time. Applicable Law may include any state privacy laws specifically made applicable to this Agreement pursuant to any addendum added to this Agreement and expressly incorporating this Agreement, as agreed to by the parties from time to time.

b. "Breach" means, as provided under 45 C.F.R. § 164.402, the unauthorized acquisition, access, use or disclosure of PHI which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. Breach does not include:

    1. Any unintentional acquisition, access or use of PHI by an employee or individual acting under the authority of a Covered Entity or Business Associate if:

        a) Such acquisition, access or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the Covered Entity or Business Associate; and

        b) Such information is not further acquired, accessed, used or disclosed by any person;

    2. Any inadvertent disclosure from an individual who is otherwise authorized to access PHI at a facility operated by a Covered Entity or Business Associate to another similarly situated individual at the same facility; and

    3. Any such information where the Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

c. "Business Associate" shall include the Business Associate and its successors, assigns and subsidiaries, including any Subcontractors, affiliates, agents or Representatives that create, receive, maintain or transmit PHI on its behalf.

d. "Designated Record Set" will have the same meaning given to the term "designated record set" in 45 C.F.R. § 164.501.

e. "Discovery" means that a Breach becomes known, or by exercising reasonable diligence would have been known, to the Business Associate, consistent with 45 C.F.R. § 164.410(a)(2).

f. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

g. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

h. "Protected Health Information" ("PHI") shall have the same meaning as defined in 45 C.F.R. § 160.103, including but not limited to electronic PHI ("ePHI"), and is limited to the PHI created or received by the Business Associate from, on behalf of, or otherwise in connection with, its services for the Covered Entity.

i. "Representatives" shall include the Business Associate's officers, directors, employees, agents, Subcontractors and advisors.

j. "Required by Law" shall have the same meaning as the term "required by law" at 45 C.F.R. § 164.103, and the standards imposed at 45 C.F.R. § 164.512(a).

k. "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or such official's designee.

l. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304. For purposes of the requirements set forth herein for the reporting of Security Incidents, the term "Security Incident" shall not include inconsequential incidents that occur on a frequent basis, such as "scans" or "pings" that do not result in unauthorized access.

m. "Security Rule" shall mean the Rules on Security Standards at 45 C.F.R. Part 160 and Part 164, Subpart C as they apply to electronic PHI.

n. "Subcontractor" shall have the same meaning as the term "subcontractor" in 45 CFR § 164.103.

o. "Transaction" shall have the same meaning as the term "transaction" in 45 CFR § 164.103.

p. "Unsecured PHI" shall have the meaning set forth in 45 C.F.R. § 164.402.

2. **Confidentiality**. At all times, both during and after the termination of its relationship with the Covered Entity for any reason, the Business Associate and its Representatives will not use, disclose, or give others any of the PHI in any manner whatsoever, except as provided in Sections 3 and 4 of this Agreement, and in accordance with Applicable Law.

3. **Permitted Uses and Disclosures by Business Associate**.

a. Except as otherwise limited in this Agreement or by Applicable Law, the Business Associate may use or disclose PHI on behalf of, or to provide services to, the Covered Entity for the purposes set forth in its service agreement with the Covered Entity or as otherwise set forth on Appendix A. Notwithstanding the foregoing, Covered Entity will not request that Business Associate use or disclose PHI in any manner that would not be permissible under Applicable Law if such disclosure or use were done by the Covered Entity itself.

b. The Business Associate further agrees to document any disclosures of PHI and the information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528, and to provide such documentation to the Covered Entity upon request and in the time and manner directed by Covered Entity.

c. In the event that Business Associate maintains PHI in a Designated Record Set in paper or electronic form, Business Associate agrees to provide access to such PHI that it maintains in a Designated Record Set to the Individual to whom the PHI relates at the request of Covered Entity in accordance with 45 CFR § 164.524, in the time and manner directed by Covered Entity. Furthermore, at the request of Covered Entity, Business Associate agrees to make amendments to PHI that it maintains in a Designated Record Set as directed by Covered Entity and to incorporate any amendments to PHI in accordance with 45 CFR § 164.526, in the time and manner directed by Covered Entity.

d. The Business Associate will require Subcontractors who create, receive, maintain or transmit PHI on behalf of the Business Associate, to have a written agreement with the Business Associate, to comply with the provisions of the Security Rule and apply the same restrictions, requirements, and conditions that apply to the Business Associate with respect to PHI.

e. The Business Associate may disclose PHI to its agents, and other Representatives with a bona

fide need to know such PHI, but only if, prior to such disclosure, such Representatives provide reasonable assurances in writing that they will agree to the same restrictions and conditions that apply to the Business Associate with respect to such PHI, and only to the extent directly related to and necessary for the performance of services for the Covered Entity.

f. The Business Associate and its Representatives shall (i) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI (including e-PHI) that it creates, receives, maintains, or transmits on behalf of the Covered Entity; (ii) use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law, as required by 45 C.F.R. § 164.504(e)(2)(ii)(B); (iii) report to the Covered Entity any security incident, complaint, governmental investigation or legal process of which it becomes aware concerning PHI (including e-PHI); and (iv) access, use and disclose PHI only to the minimum extent necessary to provide services to the Covered Entity and meet its legal obligations.

g. The Business Associate shall not use or disclose Genetic Information for underwriting purposes as prohibited by the HIPAA rules.

h. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to provide data aggregation services to Covered Entity.

i. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate. Business Associate may disclose PHI for such purposes provided that (i) such disclosures are required by law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

j. To the extent Business Associate is to carry out one or more Covered Entity obligations under 45 C.F.R. Part 164 Subpart E, Business Associate shall comply with the requirements of that Subpart that apply to the Covered Entity in the performance of such obligation.

4. **Required Disclosures and Use**. The Business Associate may disclose the PHI revealed to it by the Covered Entity if and to the extent that such disclosure is required pursuant to Applicable Law. Further, the Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI, or created or received by the Business Associate on behalf of the Covered Entity available to the Secretary, as requested by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with Applicable Law. No attorney-client or other legal privilege or the work product rule shall be deemed to have been waived by virtue of this obligation.

In the event that Business Associate receives a subpoena or similar notice or request from any judicial, administrative or other party arising out of or in connection with this Agreement, including, but not limited to, any unauthorized use or disclosure of PHI, Business Associate shall promptly forward a copy of such subpoena, notice or request to Covered Entity and afford Covered Entity the opportunity to exercise any rights it may have under law.

5. **Required Notice to the Covered Entity**. The Business Associate will report to the Covered Entity any use or disclosure of PHI otherwise than as provided by this Agreement as promptly as practicable and not more than fourteen (14) days after becoming aware of such use or disclosure of such PHI. Business Associate shall make reasonable efforts, and cooperate with the Covered Entity, to mitigate any harmful effects arising from any improper use and/or disclosure of PHI.

6. **HITECH Obligations**. Business Associate hereby acknowledges and agrees that it shall comply with each provision of HITECH that extends a HIPAA Privacy Rule or Security Rule requirement to business associates of HIPAA covered entities.

In particular, but without limitation, Business Associate:

a. Shall report to Covered Entity any Breach of Unsecured PHI without unreasonable delay and, in no case, more than fourteen (14) days after Discovery to the Covered Entity's Privacy Officer. Business Associate will treat a Breach of Unsecured PHI as being discovered in accordance with 45 CFR § 164.410. If a delay is requested by law enforcement in accordance with 45 CFR § 164.412, a delay in notifying the Covered Entity is permissible for the applicable time period requested by law enforcement. The Business Associate's report regarding a Breach of Unsecured PHI will include the following:

1. Identifying the nature of the breach (including the date of the breach discovery of the breach and a description of how the breach occurred).

2. Identify the type of PHI that was involved in the breach.

3. Identify the corrective action or investigation action the Business Associate took or will take to prevent future breaches, and/or mitigate harmful effects, and to protect against breaches.

4. Provide other required information, including a written report and risk assessment under 45 CFR § 164.402.

The parties agree that the Business Associate may provide notice to individuals and/or any governmental agencies (including but not limited to the US Department of Health and Human Services Office of Civil Rights) in the event of a HIPAA breach, at Covered Entity's sole discretion.

b. Shall not directly or indirectly receive remuneration in exchange for any PHI of an individual without Covered Entity's prior written approval and notice from Covered Entity that it has obtained from the individual a valid authorization that includes a specification of whether the PHI can be further exchanged for remuneration by Business Associate. The foregoing shall not apply to Covered Entity's payments to Business Associate for services delivered by Business Associate to Covered Entity.

7. **Obligations of Covered Entity**.

a. Covered Entity shall notify Business Associate of any limitation(s) in its privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

c. Covered Entity shall notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to with any Individual in accordance with 45 CFR § 164.522, and any changes thereto, to the extent that such restriction or change may affect Business Associate's use or disclosure of PHI.

d. Covered Entity shall comply with Applicable Law regarding its access to, handling and disclosure of PHI, and shall not ask the Business Associate to make any uses or disclosures of PHI that are not permitted by Applicable Law.

8. **Disclosure to Employees of the Parties**. The Covered Entity and the Business Associate have listed their respective HIPAA Privacy Officers below. Except with respect to required disclosures under Section 4, above, the parties acknowledge and agree that all PHI transferred between them shall only be transmitted between such employees or other designated persons (for proper purposes and by such means) as are duly authorized to handle such PHI under the HIPAA privacy policies and practices of each respective party. Any questions regarding who is authorized to handle PHI on behalf of a party shall be directed to the Privacy Officer of that party.

The Privacy Officer of the Covered Entity is City of Titusville Human Resources Director, Joe Denaro

The Privacy Officer of the Business Associate is Alex Doberstein.

Any change in such Privacy Officer shall be promptly communicated in writing to the other party by either the outgoing or incoming Privacy Officer or by an officer of that party. If the Covered Entity or Business Associate so desires, or upon request of the other party, it may provide a written list identifying which personnel are authorized under its privacy policies and practices to transmit PHI to the other party, receive PHI from the other party, or direct the other party with respect to PHI. Any such list shall be duly updated in writing to the other party promptly as it changes.

**9. Term/Termination.**

9.1 **Term**.

This Agreement shall be effective as of the later of (i) the effective date of this Agreement, (ii) such later effective date, as permitted under the Privacy Rule, or (iii) the date first set forth above, and shall terminate as provided in Section 9.2 hereof, or upon thirty (30) days written notice by the Covered Entity or the Business Associate.

9.2 **Termination for Cause**.

Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, the Covered Entity may, at its sole discretion:

a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and any service agreement between the parties if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

b. Terminate this Agreement and any service agreement between the parties if Business Associate has breached a material term of this Agreement and cure is not possible.

9.3 **Effect of Termination**.

a. Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI (in all forms) received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of Subcontractors, agents or other Representatives of Business Associate. Business Associate shall retain no copies of the PHI.

b. In the event that Business Associate determines that returning or destroying certain PHI is infeasible, Business Associate shall retain that PHI and provide to Covered Entity written notification of the conditions that make such return or destruction infeasible. Business Associate will continue to extend the protections of this Agreement to such retained PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.

10. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies or obligations whatsoever.

11. **Successors and Assigns.** This Agreement and each party's obligations hereunder will be binding on the representatives, assigns, and successors of such party and will inure to the benefit of the assigns and successors of such party; provided, however, that the rights and obligations of the Business Associate hereunder are not assignable

12. **Notices.** All notices, requests, consents and other communications hereunder will be in writing, will be addressed to the receiving party's address set forth below, or to such other address as a party may designate by notice hereunder, and will be deemed to have been delivered when either (i) delivered by hand, (ii) made by facsimile transmission, (iii) sent by overnight courier, (iv) sent by registered or certified mail, return receipt requested, postage prepaid, or (v) when the recipient of an electronic mail acknowledges receipt of the electronic mail.

| | |
|---|---|
| If to the Covered Entity: | City of Titusville<br>555 S Washington Ave<br>Titusville FL 32796<br>Attn: Joe Denaro, Human Resources Director |
| If to the Business Associate: | Foundation Risk Partners, Corp.<br>780 W. Granada Blvd.<br>Ormond Beach, FL 32174<br>Attn: Thomas J. Leek, Chief Legal Officer |

13. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement

will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

14. **Modifications and Amendments.** Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement from time to time to enable Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule and HITECH. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the parties hereto and any such amendment will comply with the requirements of Applicable Law.

15. **Severability.** The parties intend this Agreement to be enforced as written. However, (i) if any portion or provision of this Agreement will to any extent be declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (ii) if any provision, or part thereof, is held to be unenforceable because of the duration of such provision, the Covered Entity and the Business Associate agree that the court making such determination will have the power to reduce the duration of such provision, and/or to delete specific words and phrases, and in its reduced form such provision will then be enforceable and will be enforced.

16. **Interpretation.** The parties hereto acknowledge and agree that both (i) the rule of construction to the effect that any ambiguities are resolved against the drafting party and (ii) the terms and provisions of this Agreement, will be construed fairly as to all parties hereto and not in favor of or against a party, regardless of which party was generally responsible for the preparation of this Agreement. Any ambiguity in this Agreement shall be resolved in favor of a meaning that furthers compliance with Applicable Law. The parties agree to amend this Agreement from time to time as necessary for the parties to comply with the requirements of Applicable Law.

17. **Regulatory References**. A reference in this Agreement to a section in the Applicable Law means the section as in effect and any amendments thereto.

18. **Survival.** The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4 (Required Disclosures) and 9.3 (Effect of Termination) shall survive termination of the Agreement indefinitely.

19. **Headings and Captions.** The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

20. **No Waiver of Rights, Powers and Remedies**. No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure

therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given and will not constitute a continuing waiver or consent.

The foregoing indemnification does not waive any defense of sovereign immunity and nothing contained in this section or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statures, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; nor shall it be construed to constitute an agreement by any party to indemnify any other party for such party's negligent, willful, or intentional acts or omissions.

21. **Governing Law.** This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without regard to conflicts of laws to the extent that the provisions of HIPAA, the Privacy Rule, the Security Rule, and HITECH and its implementing regulations do not preempt the laws of the State of Florida.

In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the Privacy Rule, the Security Rule, or HITECH, as may be expressly amended from time to time by HHS or as a result of interpretations by HHS, a court, or another regulatory agency with authority over the parties, the interpretation of HHS, such court, or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence. Where provisions of this Agreement are different from those mandated by the Privacy Rule, the Security Rule, or HITECH, but are nonetheless permitted by the Privacy Rule, the Security Rule, or HITECH, the provisions of this Agreement shall control.

22. **Counterparts**. This Agreement may be signed in counterparts, which together will constitute one agreement.

23. **Relationship of the Parties.** Covered Entity and Business Associate agree that Business Associate's services hereunder are being carried out as an independent contractor and not as an employee or agent of the Covered Entity.

*[Remainder of Page Intentionally Left Blank/*
*Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their duly authorized representatives or officers, effective as of the date first listed above in the preamble to this Agreement.

**COVERED ENTITY:**

_____
**Signature**

ANDREW CONNORS, MAYOR
CITY OF TITUSVILLE
555 S WASHINGTON AVE
TITUSVILLE FL 32796

Date_____

**BUSINESS ASSOCIATE:**

_____
**Foundation Risk Partners, Corp. DBA Acentria Public Risk**
**By:**
**Title:**

**ATTEST:**

_____
**Signature**

WANDA WELLS, CITY CLERK
Date_____

**APPROVED AS TO FORM:**

_____
**Signature**

ANDRIENE TREASURE, CITY ATTORNEY
Date_____

**APPROVED AS TO CONTENT:**

_____
**Signature**

TOM ABBATE, CITY MANAGER
Date_____

## APPENDIX A

Services may include the following:

a. Marketing and negotiating insurance, reinsurance contracts, and administrative services only (ASO), Third Party Administrators (TPA) contracts

b. Provider network solutions

c. Plan design evaluation

d. Customer service, analysis of carrier and administrator capability and effectiveness, automated outsourcing services, claim assistance

e. “Custom” communications

f. Compliance

g. Contract and policy support

h. Plan financials, such as financial analysis of Health and Welfare programs with analysis on a projected and maximum cost basis; COBRA rates, fully insured equivalents, employee contributions; prepare results from analysis of monitoring reports, assist in reinsurance reimbursements

i. Tracking and reporting, evaluate actual claims experience and utilization of benefit program

j. Plan renewals, introduce product options and availability in the marketplace

k. Technical support and services to include online enrollment solutions

# *Employee Benefits Broker & HR Consulting Services Agreement*

Prepared For:
City of Titusville

Presented by:
Foundation Risk Partners, Corp. dba Acentria Public Risk

Effective Date:
[June 9, 2026]

## Terms and Conditions

This Consulting/Broker Services Agreement (this "Agreement") is entered into on [June 9, 2026] (the "Effective Date") by and between City of Titusville, Florida, a municipal corporation of the State of florida with offices at 555 S. Washington Avenue, Titusville, FL 32796 ("Client"), and **FOUNDATION RISK PARTNERS, CORP. DBA ACENTRIA PUBLIC RISK**, a Delaware corporation, with offices at 780 W. Granada Blvd., Ormond Beach, FL 32168 ("FRP").

**WHEREAS,** pursuant to all City Purchasing & Contracting policies, statutory requirements, and federal laws applicable, the City has competitively bid and advertised the Work titled "RFP# CO26P001/TB Employee Benefits & HR Consulting Services"; and

**WHEREAS,** Client has engaged FRP to perform certain services, including but not limited to Employee Benefits and Consulting services; and

**WHEREAS,** this Agreement represents the mutual understanding of Client and FRP regarding the services that FRP will provide to Client.

**NOW THEREFORE,** in consideration of the terms and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Services.** During the term of this Agreement, FRP , as the benefits/broker consultant for the City, shall perform the professional "Services" as described in Exhibit A attached hereto. Client shall appoint FRP as its Employee Benefits & HR Consultant of record. Any and all Services not contained herein fall outside the scope of this Agreement and if additional services are required, this Agreement shall be amended in writing accordingly prior to the provision of such service and by mutual agreement of the parties.

**2. Payment.** In consideration for the Services, Client agrees to pay FRP the amount shown on Exhibit B attached hereto.

**3. Term.**

3.1 *Term.* This Agreement shall commence on the Effective Date and shall continue for a period of 3 years with 2 consecutive one-year administrative renewal options, not to exceed 5 years subject to successful negotiations and satisfactory performance evaluation. Annual obligations are subject to City Council budget appropriations each fiscal year: October 1 – September 30. If FRP and Client, in good faith, continue its business relationship after the above expiration date, the terms of this Agreement will control and continue to be in full force and effect until such time as a new agreement is executed by the parties or the relationship between the parties is

otherwise terminated. Furthermore, in the event FRP and Client agree to renew and continue its business relationship, unless and until a new agreement is entered into by FRP and Client supplanting the terms of this Agreement in their entirety, the terms of this Agreement, as amended, supplemented or otherwise modified from the date hereof until such time, will control the matters set forth herein.

**4. Warranties.**

4.1 *Warranties by FRP.* FRP hereby represents and warrants to Client that:

a. The Services will be performed in a professional and workmanlike manner, consistent with all applicable laws, required guidelines and industry standards.

b. It will at all times employ current industry standard security protection, compliant with all applicable laws, to prevent unauthorized access to all records, data, documents, images and other information of Client and its employees ("Employee Data Records") and that it shall employ industry standard measures to maintain the strict confidentiality at all times of all Employee Data Records.

c. The Services do not and shall not violate or infringe the copyright, trademark, patent, trade secret, privacy, publicity or reputational rights of any third party.

4.2 *Warranties by Client.* Client hereby represents and warrants to FRP that:

a. All information provided to FRP by Client in connection with FRP's performance of Services is or will be complete and accurate in all material respects;

b. Use of the information provided by Client to perform the Services will not conflict with or constitute a violation or breach of any contract or other obligation under which Client is bound or any judgment, law, rule, or governmental regulation applicable to Client.

4.3 *WARRANTY DISCLAIMERS*. Neither party makes any representation or warranty, express or implied, with respect to any Confidential Information. Neither party shall be responsible for any expenses, losses, or actions incurred or undertaken by the other party as a result of the receipt and use by such party of Confidential Information of the other party. Disclosing party retains all rights to its Confidential Information. No grant or license is made or given hereunder, express or implied, to any trademark, copyright, patent or similar right other than the use of the Confidential Information for the limited Business Purpose. Confidential Information is disclosed "AS IS" under this agreement. This Agreement is not intended, nor shall it be constructed, to create or convey any right in or upon any person or entity not a party to this Agreement.

**5. Data and Return of Data.**

5.1 *Data.* Client hereby represents, warrants, and covenants that: (i) Client has all rights and authorizations, in compliance with all applicable laws and regulations, to provide the Data (defined below) to FRP and (ii) Client owns all Data and has sole responsibility and liability for the Data under all applicable laws and regulations at all times during Initial Term and any renewal of this Agreement. "Data" means Client's records or files and other related information.

*5.2 Return of Data.* Upon either (i) completion of the Services of (ii) termination of this Agreement, Client and FRP hereby agree that FRP shall return to the owning party or destroy all copies of the Confidential Information, provided that such destruction is not prohibited by applicable law, rule, court order or other similar process, or a governmental, regulatory or legal authority. A party may return Confidential Information, or any part thereof, to the other party at any time. Notwithstanding the foregoing, the obligation to return or destroy Confidential Information shall not cover (a) Confidential Information that is maintained on routine computer backup tapes, disks, or other backup storage devices or (b) one copy of Confidential Information that the recipient is required to maintain in accordance with applicable legal, regulatory or record-keeping requirements, provided that such retained Confidential Information is not used or disclosed or, in the case of back-up Confidential Information, otherwise recovered from such back-up devices. The obligation contained in this Section not to use, disclose or otherwise access such retained Confidential Information shall continue in full force and effect, notwithstanding any other termination of this Agreement.

**6. Client Responsibilities.** Client has sole responsibility and liability for: (a) establishment and operation of its plans; (b) construing and interpreting the provisions of its plans; (c) deciding all questions of fact arising under its plans; and (d) all fiduciary decisions relating to its plans.

**7. Remedies.** Without prejudice to any other remedies to which Client may be entitled at law or in equity, in the event of a breach of FRP's warranty under Section 4.1, Client shall provide FRP written notice of non-conforming services within fifteen (15) days of the non-conforming services being performed. If adequate notice was provided to FRP, FRP shall promptly re-perform the non-conforming Services at no additional cost so as to make the Services comply with its representations, warranties and covenants of Section 4.1. If FRP should fail to promptly re-perform the Services, Client shall not be obligated to pay for any such non-conforming Services to the extent they are not re-performed, and shall be entitled to: (i) recover any fees already paid to FRP for such deficient Services to the extent they were not re-performed, provided however, no refund shall be given for any Services which were performed or have been re-performed in compliance with FRP's representations, warranties and covenants of Section 4; and (ii) retain any deliverables resulting from such deficient Services if and only to the extent Client pays all fees for any Services in connection with such deliverables regardless of whether the Services were performed in compliance with FRP's representations, warranties and covenants of Section 4.

**8. Authority; Compliance with Laws.** Each party represents, warrants and covenants to the other party that (i) it has the authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) FRP and each of FRP's employees, contractors, and subcontractors who perform Services hereunder ("FRP Personnel") have not previously entered into any agreement that would restrict any of such persons in the performance of Services; and (iii) each party shall comply with all United States federal, state and local laws, rules and regulations in its performance of this Agreement.

**9. Sufficient Rights; Non-Infringement.** FRP represents, warrants and covenants to Client that (i) it has sufficient rights to perform the Services on behalf of Client; and (ii) the Services, when performed and used in accordance with the terms and conditions of this Agreement, do not and shall not infringe upon or otherwise violate or misappropriate any Intellectual Property Rights of any third party. "Intellectual Property Rights" means copyrights, patents, trademarks, trade secrets, and other intellectual property rights.

**10. Publicity; Use of Trademarks.** Nothing herein shall be interpreted as granting either party a right or a license to use the trade name, word mark or the trademark of the other party for any reason. Any use of such information must be obtained in writing from the other party.

**11. Relationship of the Parties.** Client and FRP are independent contracting parties. This Agreement shall not create a relationship of principal and agent, partners, joint venturers, or employer and employee.

**12. Confidentiality.**

*12.1 Definition.* "Confidential Information" includes all trade secrets (as defined by Florida law), business information, technical data, or know-how, including, but not limited to, that which relates to a disclosing party's research, hardware, insurance information (including insurance data, premium and policy information, premium spend, broker and insurer information, insurance coverage amounts and limits, historical losses, asset related information), products and services, clients, customers, tenants and tenant financial information, software products, technology, data, data models, data processing systems and techniques, product roadmap, product platforms, solutions, technical information, trades secrets, business plans, business models and related documentation, support, and services, financial information and other confidential and proprietary information not made available to the general public by disclosing party furnished after the date of this agreement, analyses, compilations, summaries or other documents prepared by the recipient party containing or based upon any such information, copies of any of the foregoing regardless of its form or medium (oral, written, stored in computers, machine readable, electronic or other) ("Confidential Information"). Each party (the "Recipient") acknowledges that it has or may be exposed to Confidential Information of the other party (the "Disclosing Party"), whether or not the Disclosing Party expressly designates any such

information to be Confidential Information. Confidential Information shall not include any information (a) that is or becomes publicly known without any breach hereof by the Recipient, (b) that was known to the Recipient prior to any disclosure to it by the Disclosing Party, as shown by the Recipient's written records, (c) that is rightfully received by the Recipient from a third party who is not bound by a confidentiality obligation to the Disclosing Party, (d) that is independently developed by the Recipient without using any of the Confidential Information of the Disclosing Party, or (e) that is required to be disclosed by law.

*12.2 Restrictions.* Each party forever agrees to hold in confidence and not disclose or utilize for its own or anyone else's benefit any Confidential Information except as necessary in connection with the Services, or as required pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction. Except as expressly authorized herein or in a separate writing signed by the Disclosing Party, the Recipient shall not use, commercialize or disclose any Confidential Information to any person or entity, except to its own employees or agents having a "need to know" (and who themselves are bound by similar non-disclosure restrictions for purposes of this Agreement), and to such other recipients as the Disclosing Party may approve in writing in advance, who are also bounds by similar non-disclosure restrictions for purposes of this Agreement. Each party shall also ensure that all of its officers, directors, employees and independent contractors abide by the terms of this Agreement. The Non-disclosing Party shall protect all Confidential Information of the Disclosing Party from disclosure and unauthorized use in the same manner that it protects its own proprietary and confidential information of like nature, but in no event shall such standard of care be less than reasonable care. The Non-disclosing Party shall not copy the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent except as necessary to perform its obligations under this agreement and to maintain a record of the Confidential Information exchanged pursuant to this agreement, and shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. However, any Confidential Information that is required to be disclosed pursuant to a requirement of a governmental agency or law of the United States of America or a state thereof, or any governmental or political subdivision thereof, may be disclosed, but only to the extent required so long as the party required to disclose the information provides the other party with timely prior notice of such requirement and an opportunity to oppose the disclosure. The parties further agree that each party is and shall remain; the exclusive owner of all of its respective Confidential Information and no license or conveyance of any rights to any Confidential Information is granted or implied under this Agreement. Upon the termination of this Agreement, the parties shall return all Confidential Information to its respective owner.

*12.3 Survival.* The provisions of this Section 12 shall survive any termination of this Agreement.

**13. Indemnification.**

*13.1 General; Personal Injury; Damage to Personal Property.* The foregoing indemnification does not waive any defense of sovereign immunity and nothing contained in this section or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statures, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; nor shall it be construed to constitute an agreement by any party to indemnify any other party for such party's negligent, willful, or intentional acts or omissions.

FRP agrees to indemnify and hold harmless the City and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by Consultant in the performance of this contract. The City and Consultant further agree that this provision satisfies the requirement of Florida Statute Section 725.08 so that the indemnification provisions are valid and binding upon the parties to this contract.

The Consultant agrees to indemnify the City and pay the cost of the City's legal defenses, including fees of attorneys as may be selected by the City, for all claims described in the hold harmless clause herein. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

*13.2 Non-Infringement.* FRP shall each indemnify, defend and hold harmless the other party from and against any and all claims relating to, or arising out of, any claim alleging that the Services or any deliverable, or the use of any part thereof, when used in accordance with the terms and condition of this Agreement infringes, misappropriates or violates any Intellectual Property Rights of a third party, except to the extent (i) that either party is determined by a court of competent jurisdiction to be responsible for the incident that resulted in such claims, or (ii) such claims result directly from gross negligence or willful misconduct. Both parties shall cooperate as reasonably requested and shall provide any information in its possession with respect to such claims and will provide prompt notice of such claims.

13.3 *Breach of Confidentiality or Security Requirements.* FRP shall indemnify, defend and hold harmless the other party from and against any and all claims relating to, or arising out of, any breach of Section 12 (Confidentiality), except to the extent (i) either party is determined by a court of competent jurisdiction to be responsible for the incident that resulted in such claims, or

(ii) such claims result directly from gross negligence or willful misconduct. Both parties shall cooperate as reasonably requested and shall provide any information in its possession with respect to such claims and will provide prompt notice of such claims.

**14. Limitation of Liability.**

14.1 SUBJECT TO SECTION 14.2, EITHER PARTY'S CUMULATIVE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ALL CAUSES OF ACTION, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE (INCLUDING THIRD PARTY CLAIMS), SHALL BE LIMITED TO AND NOT EXCEED PROVEN DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID OR TO BE PAID BY CLIENT PURSUANT TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES, OR ANY AMOUNTS REPRESENTING LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOST OR DAMAGED DATA, INTERRUPTION OF BUSINESS ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**15. Miscellaneous.**

*15.1 In General.* The parties, without further consideration of any kind, shall each execute and deliver, or cause to be executed and delivered, such other instruments, and take, or cause to be taken, such other action, as shall reasonably be requested by the other party hereto to more effectively carry out the terms and provisions of this Agreement.

15.2 *Amendment.* This Agreement may not be modified or amended except in writing and duly signed by an authorized representative of each party.

*15.3 Governing Law.* This Agreement shall be governed by the laws of the State of Florida and venue for any legal action pursuant to the Agreement Documents shall be in Brevard County, Florida. The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

*15.4 Force Majeure.* Neither FRP nor Client shall be held responsible for any delay or failure in performance under this Agreement arising out of causes beyond its control, or without its fault or negligence. Such causes may include, but are not limited to, fires, terrorist acts, strikes, embargoes, shortages or supplies of raw materials, or components or finished goods, acts of God, acts of regulatory agencies or national disasters.

15.5 No*tices.* All notices, requests, demands, claims and other communications hereunder ("Notices") shall be in writing. Any Notice hereunder shall be deemed duly given (i) upon receipt if delivered in person; (ii) upon the third business day after being sent if sent by registered or certified mail, return receipt requested with postage thereon prepaid; or (iii) on the next business day if sent by Federal Express or similar overnight courier service; in each case addressed to HIP or to Client at the addresses listed below:

**Address for Notices to FRP:**
Foundation Risk Partners, Corp.
780 W. Granada Blvd.
Ormond Beach, FL 32174
Attn: Thomas J. Leek, Chief Legal Officer

**Address for Notices to Client:**
**Human Resources Director**
**City of Titusville**
555 S. Washington Avenue,
Titusville, FL 32796

*15.6 Attorney's Fees*. In the event of any legal or administrative proceedings arise from or related to this Agreement, including appeals, each party shall bear its own cost and attorney's fees.

*15.7 Severability.* Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall not affect the validity or enforceability of the balance of the Agreement or of the offending term or provision in any other situation or jurisdiction.

*15.8 Waiver.* The failure of either party hereto to enforce any right under this Agreement shall not be construed to be a waiver of that right, or of damages caused thereby, or of any other rights under this Agreement.

*15.9 Counterparts.* This Agreement may be executed in any number of counterparts, which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page by facsimile or electronic means shall be effective as delivery of a manually executed counterpart.

*15.10 Entire Agreement.* This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and no terms, conditions or provisions other than those expressly contained herein shall be deemed to be part of this Agreement. This Agreement supersedes any and all prior agreements, covenants, arrangements, communications, representations and/or warranties with respect to the subject matter of this Agreement.

**16. Public Entity Crime.** Upon execution of this Agreement, FRP shall submit to the Client a sworn statement on the attached form and incorporated herein, in accordance with provisions of Section 287.133 (1), Florida Statutes, stating whether a person or affiliate as defined has been convicted of a public entity crime subsequent to July 1, 1989.

**17. Drug Free Workplace**. Upon execution of this Agreement, FRP shall submit to the City a sworn statement on the attached form and incorporated herein, in accordance with the provisions of Florida Statute 287.087.

**18. Human Trafficking Affidavit**. Upon execution of this Agreement, FRP shall submit a sworn statement to the Client on the attached form and incorporated herein, in accordance with the provisions of Florida Statute 787.06(13).

**19. E-VERIFY**. As a condition precedent to entering into an Agreement, and in compliance with Section 448.095, Fla. Stat., FRP and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

*19.1* FRP shall require each of its subcontractors to provide FRP with an affidavit stating that the subcontractor does not employ, Agreement with, or subcontractor with an unauthorized alien. FRP shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

*19.2* The City, FRP, or any subcontractor who has a good faith belief that a person or entity with which it is Subcontractor has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the Agreement with the person or entity for all work related to the City's Contract.

*19.3* The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but FRP otherwise complied, shall promptly notify FRP and FRP shall immediately terminate the Agreement with the subcontractor.

*19.4* An Agreement terminated under the provisions of this section is not a breach of Agreement and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. FRP acknowledges that upon termination of this Agreement by the City for a violation of this section by FRP, FRP may not be awarded a public Agreement for at least one (1) year. FRP further acknowledges that FRP is liable for any additional costs incurred by the City as a result of termination of any Agreement for a violation of this section.

*19.5* Subcontractors: FRP or subcontractor shall insert in any subcontractors the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontractors. FRP shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

20. **Scrutinized Companies**. In accordance with Sections 287.135, Florida Statutes prohibit state agencies departments, and local government entities from contracting with Scrutinized Companies. FRP and Subcontractor(s) shall complete the Affidavit form provided in the bid/proposal booklet and hereby incorporated as part of the Agreement Documents. FRP and Subcontractor shall affirm not to be on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to s. 215.473, Florida Statutes, nor have business operations in Cuba or Syria and are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or participating in a boycott of Israel. The FRP or Subcontractor further acknowledges and agrees that the City may immediately terminate this Agreement and any subsequent renewal Agreement for cause if the FRP or Subcontractor is found to have submitted a false certification or if FRP or Subcontractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the Term of the Agreement. Further, the FRP or Subcontractor acknowledges and agrees that a false certification or representation hereunder is a material breach of this Agreement, and the Agreement shall be terminated by the City if FRP or Subcontractor and any actively contracted company for the FRP or Subcontractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

**21. Non-appropriations.** This Agreement will remain in full force and effect only as long as the expenditures provided for the Agreement have been appropriated by the City Council in the annual budget for each fiscal year of the Agreement and is subject to termination without penalty if funding is not appropriated.

**22. Severability.** If any clause or provision of this Agreement is found illegal, invalid, or unenforceable under present or future laws effective during the Term of this Agreement, then and only in that event, it shall be the intention of the parties that the remainder of this Agreement, and the Term covered thereby, shall not be affected. All rights, powers, and privileges conferred by this Agreement upon the Parties shall be cumulative but not restricted to those given by law.

**23. Termination.**

a) The Agreement may be terminated by the City for cause in the event of any breach hereof, including but not limited to, Contractor's:
1) Failing to carry forward and complete Services in accordance with the requirements hereof; or
2) Failing to comply with applicable laws, regulations, permits, or ordinances'; or
3) Failing to timely commence or continuously and vigorously pursue correction of defective Work; or
4) Making a general assignment for the benefit of its creditors; or
5) Having receiver appointed because of insolvency; or
6) Filing bankruptcy or having a petition for involuntary bankruptcy filed against it; or
7) Failing to make prompt payments, when properly due, to subcontractors, vendors, or others for materials or labor used in the Work; or
8) Making material misrepresentation to the City regarding Services or performance thereof.

The City shall provide FRP with written notice of its intention to terminate this Agreement for cause, which shall provide the effective date of the termination. Such notice shall state the nature of the deficiency and, at the City's sole judgment and discretion, may afford FRP an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure said deficiency. If the deficiency has not been corrected within the time allotted, the City may take possession of the Services and finish the Services by whatever method(s) the City deems expedient. In such case, FRP shall not be entitled to receive any further payment until the Services are completed and accepted by the City. If the unpaid balance of the total compensation exceeds the expense of completing Services, including compensation for additional managerial and administrative services, the excess will be paid to FRP. If the expense exceeds the unpaid balance, FRP shall pay the difference to the City. The expense incurred by the City and the damage incurred through FRP's default will be certified by the City.

*23.1 Termination for Convenience.* Notwithstanding any other provision of this Agreement, the City may terminate this Agreement, or any Work issued under it, in whole or in part, at any time, with or without cause, upon thirty (30) days written notice to FRP.

Upon receiving notice of termination, FRP shall discontinue the Services on the date and to the extent specified in the notice and shall place no further orders for materials, equipment, services, or facilities except as needed to continue any portion of the Service that was not terminated. FRP shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

In the event of such termination, FRP shall be compensated for any Services performed prior to the date of the termination and for materials that were ordered prior to the receipt of notice of termination that cannot be returned to the vendor. Any such materials shall become the property of the City. FRP waives all claims for compensation in excess of that which is specially provided for herein, including but not limited to, loss of anticipated profits; idle equipment, labor, facilities; and claims of subcontractors and vendors.

**24. Compliance with Law**. FRP expressly agrees to comply with all laws and regulations relating to providing services under this Agreement. The failure of the Contractor to adhere to any law or regulation pertaining to furnishing services under this Agreement shall constitute a material breach of this Agreement.

**25. Insurance Coverage.** The City shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the City is contracting hereunder, provided such is caused in whole or in part by any negligent act, intentional act, or error and omission of the Consultant, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Consultant agrees to indemnify the City and pay the cost of the City's legal defenses, including fees of attorneys as may be selected by the City, for all claims described in the hold harmless clause herein. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

It is agreed by the parties hereto that the Consultant has received specific consideration under this agreement for this hold harmless/indemnification provision.

**INSURANCE REQUIREMENTS**

The Consultant shall procure and maintain, at their own expense, the following insurance policies until final acceptance of all work under this contract. The policy limits are minimum requirements:

1) **Commercial General Liability Insurance**: Occurrence-based coverage with a minimum of $1,000,000 per occurrence and $2,000,000 policy aggregate (defense costs in excess of liability limits); or in the alternative for Florida Governmental organizations, self-insure per Florida Statute 768.28 to the stated limits of $200,000/$300,000. Coverage shall include premises and operations, products and completed operations, personal injury, and advertising liability. The City shall be named as an Additional Insured.

2) **Auto Liability Insurance**: Covering all vehicles used in connection with this contract, with a minimum combined single limit of $1,000,000, including hired and non-owned liability and $25,000 medical payment.
3) **Workers' Compensation and Employers Liability Insurance**: Statutory benefits as required by Florida law, with employer's liability limits of $500,000 per accident and per disease. Subcontractors must provide evidence of this coverage or a valid exemption for independent contractors or sole proprietorships without employees. For work near navigable waterways, United States Longshoremen's and Harbor Workers (USL&H) coverage and Jones Act contingent coverage are required unless exempt.
4) **Professional Liability Insurance**: For professional or consulting services, a policy with a minimum of $2,000,000 per claim.
5) **Cyber Liability:** The Consultant shall procure and maintain, at their own expense, Cyber Liability Insurance with a minimum limit of $1,000,000 per claim and $2,000,000 aggregate, covering data breaches, unauthorized access, disclosure of personally identifiable information (PII), protected health information (PHI), and other confidential data handled in the performance of services. Coverage shall include, but not be limited to, costs for notification, credit monitoring, legal fees, regulatory fines, and penalties arising from a data breach or cyber incident.

**THE CITY RESERVES THE RIGHT TO CHANGE OR MODIFY LIMITS OF LIABILITY OR COVERAGE FOR PROJECTS OF AN UNUSUAL SIZE OR RISK.**

**26. Venue.** In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings shall be in Brevard County, Florida.

**27. Waiver of Trial by Jury.** The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

**28. Conflict of Interest.** FRP covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. FRP further covenants that no person having any such interest shall be employed by him/her during the performance of this Agreement. FRP shall not undertake any professional work which conflicts with his duties as the City's Contractor without the prior written consent of the City during the term of this Agreement. Any work where FRP can reasonably anticipate that it may be called to testify as a witness against the City in any litigation or administrative proceeding will constitute a conflict of interest under this Agreement.

**29. Retention and Review of Records**: and its subcontractors or suppliers shall retain all records relating to this Agreement for a period of five (5) years, or as further directed by local, state, or federal regulations, from the date that the City makes final payment, and all other pending matters are closed.

FRP and its subcontractors or suppliers shall make available all books, documents, papers, and records of the FRP or its subcontractor or suppliers, which are directly pertinent to this Agreement, to the City's Purchasing and Contracting Administrator or their duly authorized representative, or the U.S. Comptroller General or Inspector General, or the Auditor General, or FDEP duly authorized representative for the purpose of making an audit, inspection, review, copying, excerpts and transcriptions. FRP and its subcontractors will permit such representatives to interview employees on the job during working hours.

**30. Audit Rights:** The city reserves the right to audit the records of FRP for the commodities and/or services provided under the Agreement at any time during the performance and term of the Agreement and for a period of five (5) years after completion and acceptance by the city. If required by the city, FRP agrees to submit to an audit by an independent certified public accountant selected by the city. FRP must allow the city to inspect, examine and review the records of FRP in relation to this Agreement at any and all times during normal business hours during the term of the Agreement.

**31. Public Records.** Records of FRP that are made or received in the course of performance of FRP's obligations under this Agreement may be public records that are subject to the requirements of Chapter 119, Fla. Stat. and accordingly FRP shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. However, some records may be confidential or exempt from disclosure under Chapter 119, Fla. Stat. In the event FRP receives a request for any such records, FRP shall notify the City and comply with Chapter 119, Fla. Stat. FRP shall not prepare any news or press release in any way related to this Agreement, without the City's written consent. FRP hereby agrees to comply with the following:

a) As provided in Section 119.0701, Florida Statutes, FRP is required to, and by executing this Agreement FRP agrees to:

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

2) 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 119.07, Florida Statutes or as otherwise provided by law.

3) 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 Agreement term and following the completion of the Agreement if FRP does not transfer the records to the City.

4) (Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of FRP or keep and maintain public records required by the City to perform the service. If FRP transfers all public records upon completion of the Agreement, FRP shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FRP keeps and maintains public records upon completion of the Agreement, FRP 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.

b) The term "public record" as used in this provision includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

**IF FRP HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO FRP'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. Washington Ave., Titusville FL 32796**.

**Exhibit A – Services**

**1. GENERAL SERVICES**

a) **Account Management and Access**

o Provide dedicated senior-level consulting personnel as the primary contact for managing the City's employee benefits program.

o Ensure the Consultant is accessible to City staff and available to attend meetings, workshops, and presentations as requested.

b) **Advisory and Technical Guidance**

o Provide general and technical guidance on employee benefits issues to ensure a more efficient and effective healthcare delivery, focusing on quality and cost control, including but not limited to market trends, regulatory compliance, contract and statutory interpretation, plan design alternatives (such as high-performance health plans, referenced-based pricing plans, etc.), transparent advisor relationship, transparent open network, patient stewardship, independent active administration, and cost containment strategies.

o Assist the City with monthly tracking with analysis and guidance by evaluating contributions strategies, reviewing stop loss strategies, ISL threshold and aggregating specific levels and monitoring pharmacy trends related to benefits program policy, administration, and governance.

c) **Communications Support**

o Assist in the development and review of employee communications and educational materials for content, clarity, compliance, and accuracy.

o Review and assist with updates of employee handbook/policy and recommendations for changes as requested.

o The Benefits Consultant will provide the Human Resources team the Employee Navigator online Benefits Enrollment platform (or equivalent) and appropriate support to integrate with City ERP System for the City employees to enroll and manage their benefits. Support shall include but is not limited to required data security standards, configuration, data integration to the City's payroll system (currently BS&A) and vendors, employee enrollment assistance, and troubleshooting services.

O Provide Human Resources team with employee communication, guidance and vendor management during enrollment events (new hire, annual open enrollment, etc.) communications, health fairs, and employee education meetings.

d) **Meetings and Presentations**

o Attend City Council meetings, insurance advisory committees, labor-management meetings, and employee meetings on an as needed basis minimum of seven (7) meetings annually.
o Prepare and present written and oral reports to the Benefits Coordinator and Human Resources Director , recommendations, and executive summaries on monthly basis.

e) **Vendor-Neutral / Fiduciary Standard**
o Act in a vendor-neutral advisory capacity and in the best interests of the City.
o Fully disclose all direct and indirect compensation, commissions, overrides, incentives, or other remuneration.
o The Consultant shall not receive commissions or contingent compensation unless expressly disclosed and approved by the City.

**2. TECHNICAL SERVICES**

a) **Health Plan Comparison and Utilization Analysis**
o Obtain and analyze medical and pharmacy claims and financial data on a monthly basis.
o Prepare written analyses identifying utilization trends, cost drivers, emerging risks, and opportunities for improvement on a monthly basis.
- Provide benchmarking comparisons against similarly situated public-sector employers on an annual basis.

b) **Cost Containment and Plan Optimization**
o Evaluate and recommend cost containment strategies for all benefits (including medical, dental, vision, life, and voluntary supplemental coverages) offered including plan design changes, network alternatives (e.g. high-performance health plan, referenced based pricing plans, narrow network agreements, etc.,) pharmacy benefit management (PBM) strategies, direct contracts, value based primary care, major specialties and outlier patients, open networks, employer clinics, and wellness initiatives on an annual basis for adequacy in meeting plan expenses and building reserves when needed.

c) **Premium and Contribution Structure Analysis**
o Assist with review and recommend premium rate structures and employer/employee contribution strategies based on claims experience, actuarial projections, and market benchmarks on an annual basis.

d) **Compliance and Regulatory Support**
o Advise the City on compliance with ACA, HIPAA, COBRA, IRS, DOL, ERISA (as applicable), and Florida statutory requirements to the Florida Office of Insurance Regulations on annual basis.

o Assist with compliance filings, notices, testing, and audit preparation.

e) **Self-Funded Program Support**
o Provide guidance related to annual budgeting, reserve development, stop-loss coverage, attachment points, and funding strategies for self-funded or partially self-funded plans.

f) **Actuarial and OPEB Coordination**
o Provide actuarial services related to rate structure based on loss ratio driven by high medical conditions, medical claims and loss ratios for our annual actuarial valuations and GASB 75/OPEB reporting.
o Assist in the preparation of data and materials required for actuarial reviews.

g) **Stop-Loss and Reinsurance Support**
o Assist with the evaluation of stop-loss or excess insurance coverage.
o Analyze proposals and provide recommendations to the City.

h) **Section 125 and Cafeteria Plan Review**
o Review plan documents for accuracy, compliance, and appropriateness of eligible benefits.

i) **Wellness Programs**
o Assist in evaluating, implementing, and measuring the effectiveness of wellness, disease management, and health initiatives on an annual basis as it relates to overall plan cost.

k) **Risk Management Support and Consulting Services**
o Assist in planning, managing, and evaluating activities of Risk Management, Worker's Compensation, loss control and safety.

**3. PROCUREMENT SERVICES**

a) **Solicitation Development and Administration**
o Assist with the preparation of solicitations for employee benefits vendors and third-party administrators in compliance with City procurement requirements and State of Florida Regulations. Sample must be provided with response.
o Assist with development of evaluation criteria and scoring methodologies.
o Respond to vendor questions through the City Purchasing staff who manage the procurement process.

b) **Evaluation and Selection Support**

o Participate in oral interviews and proposal evaluations.
o Prepare comprehensive evaluation reports and executive summaries. Sample must be provided with response.

c) **Appeals and Litigation Support**
o Assist City staff in responding to bid protests, administrative appeals, or litigation arising from procurement activities.
o Provide testimony or supporting documentation if required.

**4. CONTRACT SERVICES**

a) **Contract Development and Negotiation**
o Assist in negotiating vendor contracts and contract renewals, including plan design, premium rates, performance guarantees, and service standards.
o Coordinate through the City Staff to ensure contract legality and risk mitigation.
O Assist in the evaluation and implementation of the Medicare Supplement and Advantage plan options for eligible retirees as requested.

b) **Implementation Services**
o Serve as an intermediary between the City and vendors during implementation of new or modified programs.
o Review enrollment materials and implementation communications.

c) **Ongoing Contract Oversight**
o Audit vendor performance and contract compliance on an annual basis.
o Providing monthly written claims and performance reports.

**5. ENHANCED SERVICES**

The Consultant to provide the following services to support the

a) **Data Security and HIPAA Risk Support**
o Advise on HIPAA compliance, data security practices, and breach response coordination.

b) **Labor and Litigation Costing Support**
o Provide benefit costing and financial exposure analysis related to labor negotiations, grievances, or litigation.

**6. PERFORMANCE STANDARDS AND DELIVERABLES**

a) **Required Deliverables**
o Annual renewal analysis with financial and plan design recommendations.
o Monthly medical and pharmacy claims utilization reports.

o Annual benchmarking comparisons against similarly situated public-sector employers.
o Compliance summaries identifying regulatory changes and required actions as signed into law.

b) **Service Level Expectations**
o Timely responsiveness to City inquiries.
- Attendance at meetings and presentations at minimum of seven (7) meetings annually.

o Availability of specialized consulting staff

c) **Performance Review**
o Participate in annual performance reviews conducted by the City by:
- Improve PEPM
- Lower healthcare costs
- Ongoing plan performance monitoring and claims experience analysis that was provided to adjust plan strategy when needed
- Made health plan more responsive to our employees' needs at a lower cost

**7. OPTIONAL SERVICES**

The Consultant may perform additional advisory or technical services not listed within this scope of work when requested by the City and negotiated by the parties based on fee schedule offered and negotiated within this procurement.

FOUNDATION
RISK PARTNERS

## Exhibit B - Pricing

In consideration for the Services provided herein, Client agrees to pay FRP an amount not to exceed $ 75,000 for the Services rendered in accordance with Florida Prompt Payment Act (Section 218.73 of the Florida Statutes)

Broker may also receive commissions or other compensation from insurance carriers, (stop loss carrier) in connection with the placement and servicing of Client's benefit programs.
To ensure full transparency and avoid duplication of compensation:

- Any commissions or compensation received by Broker that are attributable to Client's programs will be applied as a **direct offset to the agreed-upon fee**, thereby reducing the amount payable by Client; **or**
- At Client's direction, such compensation may be retained by Broker in consideration for the provision of additional services, enhanced support, or an expanded scope of work, as mutually agreed by the parties. Such additional services may include, without limitation, BenefitsVIP services and Affordable Care Act (ACA) compliance support, including the preparation and filing of Forms 1094 and 1095.

Broker will provide Client with a **comprehensive annual compensation report**, detailing:

- All fees billed to Client
- All commissions or compensation received from third parties
- Any fee offsets applied
- Net total compensation received by Broker

Broker agrees to act in a fiduciary capacity (if applicable) / in the best interest of Client and will fully disclose all forms of compensation upon request.

| Proposed Fee For Service | |
|---|---|
| ü | Scope of Services |
| ü | Procurement Optimization & Compliance w/ FL Statute 112.08 |
| ü | Dedicated Agent & Account Management Team |
| ü | Wellness Engagement |
| ü | Targeted Employee Education & Communication |
| ü | Strategic Core Communications (*benefits guides, flyers, posters)* |
| ü | Online Learning Portal |
| ü | HR Hotline |
| **Core Consulting Fee** | **$75,000** |

IN WITNESS WHEREOF, Client and FRP have executed and delivered this Broker Services Agreement effective as of the Effective Date.

**CITY OF TITUSVILLE**

City of Titusville
555 S. Washington Avenue
Titusville, FL 32796

By: _____
Andrew Connors, Mayor

Date:_____

ATTEST:
Wanda F. Wells, City Clerk

Date: _____

APPROVED AS TO FORM: :
_____
Andriene Treasure, City Attorney
Date: _____

APPROVED AS TO CONTENT
Tom Abbate, City Manager
Date: _____

_____

_____

**FOUNDATION RISK PARTNERS, CORP. dba Acentria Public Risk**

| | |
|---|---|
| _____ | _____ |
| Signature of Authorized Representative | Date |
| _____ | _____ |
| Print Name of Authorized Representative | License Number |
| _____ | |
| Title of Authorized Representative | |

# City of Titusville

"Gateway to Nature and Space"

REPORT

**To:** Members of the City Council

**From:** Thomas Abbate, City Manager

**Subject:** **Save our Indian River Lagoon Interlocal Agreement**

**Department/Office:** Public Works

**Recommended Action:**

Approve the Interlocal Sales Tax Use and Distribution Agreement between Brevard County and participating municipalities related to the renewal of the Save Our Indian River Lagoon one-half cent infrastructure sales surtax, contingent upon voter approval of the surtax referendum.

**Summary Explanation & Background:**

On August 23, 2016, the City Council approved an Interlocal Agreement with Brevard County governing the distribution and use of proceeds from the Save Our Indian River Lagoon (SOIRL) one-half cent infrastructure sales surtax. The surtax has provided a dedicated funding source for lagoon restoration and water quality improvement projects throughout Brevard County and its municipalities.

The current surtax is scheduled to expire on December 31, 2026. In anticipation of the expiration, the Brevard County Board of County Commissioners adopted Ordinance 2026-06 on May 19, 2026, placing a referendum on the November 2026 ballot that would authorize the renewal of the one-half cent infrastructure sales surtax. If approved by the voters, the renewed surtax would continue to fund projects under the Save Our Indian River Lagoon Program, including wastewater infrastructure improvements, stormwater treatment projects, septic-to-sewer conversions, and other initiatives designed to reduce nutrient loading and improve lagoon health. To date, the City has received $13.8 million in funding from the program and has completed 19 projects with 3 projects still in progress.

As part of the renewal process, Brevard County is requesting that municipalities execute a new Interlocal Sales Tax Use and Distribution Agreement. The agreement must be approved by municipalities representing a majority of the County’s municipal population before the surtax can be implemented following voter approval. The proposed agreement establishes the framework for the collection, distribution, administration, and eligible use of surtax revenues among the County and participating municipalities.

Approval of the proposed agreement at this time does not impose or extend the surtax.

The agreement will become effective only if the referendum is approved by Brevard County voters. Adoption of the agreement will demonstrate the City's support for continued regional collaboration in addressing lagoon water quality challenges and will ensure the City remains eligible to receive and utilize surtax revenues for qualifying environmental and infrastructure projects should the referendum be successful.

**Alternatives:**
Do not approve and do not participate in the program

**Item Budgeted:**
N/A

**Source/Use of Funds/Budget Book Page:**
N/A

**Strategic Plan:**
Goal 1: Quality of Life

**Strategic Plan Impact:**
This action is in line with the strategic plan objectives by reducing nutrient loadings to the Indian River Lagoon.

**ATTACHMENTS:**
1. SOIRL Infrastructure Surtax Renewal of Interlocal Agreement
2. Ordinance 26-06 Voter Referendum to renew one-half cent sales tax for SOIRL
3. Interlocal Agree 2016 #06

## SAVE OUR INDIAN RIVER LAGOON LOCAL INFRASTRUCTURE SURTAX RENEWAL OF INTERLOCAL AGREEMENT

This Renewal of the Save Our Indian River Lagoon Local Infrastructure Surtax Agreement ("Renewal"), is made and entered into by and between Brevard County, Florida, a political subdivision of the State of Florida ("County") and the municipalities of Cape Canaveral, Cocoa, Cocoa Beach, Grant-Valkaria, Indialantic, Indian Harbour Beach, Malabar, Melbourne, Melbourne Beach, Melbourne Village, Palm Bay, Palm Shores, Rockledge, Satellite Beach, Titusville, and West Melbourne, Florida, municipal corporations existing under the laws of the State of Florida ("City") and all together hereinafter known as the "Parties".

**WITNESSETH**

**WHEREAS,** pursuant to Section 212.055(2)(a), Florida Statutes, Brevard County Ordinance No. 16-15, and the vote of a majority of the qualified electors of Brevard County in a referendum held on November 8, 2016, the County levied a countywide one-half cent discretionary Save Our Indian River Lagoon local infrastructure surtax (hereinafter the "Surtax"), commencing on January 1, 2017, and continuing thereafter for a period of ten (10) years until December 31, 2026; and

**WHEREAS,** pursuant to Section 212.055(2)(a), Florida Statutes, Brevard County Ordinance No. 2026-06 (hereinafter the "Ordinance"), and the vote of a majority of the qualified electors of Brevard County in a referendum held on November 3, 2026, the Surtax is renewed commencing on January 1, 2027, and continuing thereafter for a period of ten (10) years until December 31, 2036; and

**WHEREAS,** as authorized by section 212.055(2)(c), Florida Statutes, the Parties entered into an initial Interlocal Agreement on August 23, 2016, which was subsequently replaced with an Interlocal Agreement executed by all Parties on January 29, 2019 (hereinafter the "Original Agreement"), in order to determine the distribution of the revenues derived from the half cent discretionary infrastructure sales tax in lieu of using the statutory formula set forth in section 218.62, Florida Statutes and the Parties desire to renew said Interlocal Agreement; and

**WHEREAS,** the parties deem it in the best interest of all of the citizens, residents, and property owners of Brevard County that the proceeds of the Surtax continue to be used to fund projects and programs designed to restore the Indian River Lagoon in the manner set forth in the Ordinance, including reasonable administrative costs of those projects and programs; and

**NOW, THEREFORE,** in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the County and City agree to perform the following acts and to be bound by the following statements:

1. RECITALS. The recitals set forth hereinabove are true and correct and are incorporated herein by reference.

2. CONTINUED USE AND DISTRIBUTION OF SURTAX. It is the intent of the parties hereto that even though this Renewal is separately executed by the County with multiple municipalities, that all such separately executed agreements shall be construed to constitute a single Renewal of the Interlocal Agreement which provides for the continued use and distribution of the proceeds from the Surtax as follows:

   a. Any and all revenue generated by the Surtax shall continue to be deposited into the Save Our Indian River Lagoon Trust Fund, continue to be administered by the County, and continue to be used for restoration projects and programs in the manner prescribed in the Ordinance and the Save Our Indian River Lagoon Project Plan; and

   b. The Save Our Indian River Lagoon Citizen Oversight Committee, as established in Ordinance No. 16-15, will continue to assist the County with annual plan updates and may review any proposed capital improvement, project, program, relevant science, performance data, audit or other matter presented to it by the Board of County Commissioners for a recommendation to the County Commission.

3. MUNICIPAL PERMITTING CONTINUING TO NOT BE RESTRICTED. Nothing in this Renewal or the Save Our Indian River Lagoon Project Plan shall be read to limit any municipal signatory's ability to obtain permits from the Florida Department of Environmental Protection, the St. John River Water Management District, or any other governing and/or permitting authority.

4. CONTINUING TOTAL MAXIMUM DAILY LOAD ("TMDL") CREDITS.

   a. Any and all TMDL credits accrued as a result of Surtax expenditures made shall continue to be distributed, to the extent permitted by law, between entities that have jurisdiction within the Florida Department of Environmental Protection (FDEP) Basin Management Action Plan (BMAP) watershed within which the project is located, and according to the following population-based distribution formula:

      i. The proportion for the county government shall be computed by dividing the sum of the unincorporated area population within the BMAP watershed where the project is located by the sum of the total population within that same BMAP watershed.

      ii. The proportion for each municipal government shall be computed by dividing the population of that municipality within the BMAP watershed where the project is located by the sum of the total population within that same BMAP watershed.

      iii. For the purposes of this section, from program inception until the census block data for the 2020 United States Census becomes

available, population shall be calculated using the population estimates of local governmental units in Florida as of April 1, 2016, as published by the University of Florida Bureau of Economic and Business Research. See **Exhibit A** attached hereto for TMDL credit distributions based on 2016 population estimates.

iv. When more recent census block data for the United States Census becomes available, and continuing thereafter, population shall be calculated by using the most recent census block data published by the United States Census Bureau.

b. Should a project use both Surtax monies and contributions made by other government entities, such as a city, all TMDL credits accrued for the project will be distributed pro rata in the same ratio as the entity's contribution to the total project cost, if allowed by law, or as otherwise agreed to by the contributing entities. The formula in 5.a.i. through 5.a.iv. applies only to the distribution of TMDL credits accrued by expenditure of Surtax monies.

c. Should expenditures be made with grant monies, cost share contracts or legislative appropriations, whichever entity applied for and received the additional funds shall be the recipient of the pro rata share of TMDL credits that accrue from the expenditure of such additional funds.

5. CONTINUING INTERLOCAL AGREEMENT. This Renewal is an interlocal agreement, as contemplated by Chapter 163, Part III, Florida Statutes, and other applicable law. This Renewal adopts, incorporates and ratifies the provisions of the Ordinance and the Original Agreement. It is governed by the laws of Florida.

6. MODIFICATION. This Renewal may be amended, supplemented or cancelled only by a written instrument duly executed by the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals on the day and year indicated next to the signature of their respective authorized representatives and this Renewal of the Interlocal Agreement shall take effect upon the date of execution by the last party to the Renewal of the Interlocal Agreement, the "last party" being defined as the authorized representative of the municipality whose city population will cause the total population of cities executing this agreement to exceed 50% of the total 2020 municipal population in the county, as that total is set forth in Exhibit A attached hereto.

ATTEST:

Rachel M. Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: _____
Thad Altman, Chair

As approved by the Board on May 19 2026

**Cape Canaveral, Florida**
(Municipality)

Signed: _____
Typed Name: Keith Touchberry
Title: City Manager
Date: _____

Attest: _____
Typed Name: _____
Title: _____
Date: _____

**Cocoa, Florida**
(Municipality)

Signed: _____
Typed: Michael C. Blake
Title: Mayor
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Cocoa Beach, Florida**
(Municipality)

Signed: _____
Typed: Keith Capizzi
Title: Mayor
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Grant-Valkaria, Florida**
(Municipality)

Signed: _____
Typed: Lisette Kolar
Title: Mayor
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Town of Indialantic, Florida**
(Municipality)

Signed: _____
Typed: Michael Casey
Title: Town Manager
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Indian Harbour Beach, Florida**
(Municipality)

Signed: _____
Typed: John W. Coffey
Title: City Manager
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Malabar, Florida**
(Municipality)

| | |
|---|---|
| Signed: | |
| Typed | Lisa Morrell |
| Title: | Town Manager |
| Date: | |

| | |
|---|---|
| Attest: | |
| Typed | |
| Title: | |
| Date: | |

**Melbourne, Florida**
(Municipality)

Signed: _____
Typed: Jenni Lamb
Title: City Manager
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Melbourne Beach, Florida**
(Municipality)

Signed: _____
Typed: Alison Dennington
Title: Mayor
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Melbourne Village, Florida**
(Municipality)

Signed: _____
Typed Name: Susan Ditty
Title: Mayor
Date: _____

Attest: _____
Typed Name: _____
Title: _____
Date: _____

**Palm Bay, Florida**
(Municipality)

Signed: _____
Typed: Matthew Morton
Title: City Manager
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Palm Shores, Florida**
(Municipality)

Signed: _____
Typed Charles Chambliss
Title: Mayor
Date: _____

Attest: _____
Typed _____
Title: _____
Date: _____

**Rockledge, Florida**
(Municipality)

Signed: _____
Typed Thomas J. Price
Title: Mayor
Date: _____

Attest: _____
Typed _____
Title: _____
Date: _____

**Satellite Beach, Florida**
(Municipality)

Signed: _____
Typed: Brittany Retherford
Title: City Manager
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Titusville, Florida**
(Municipality)

Signed: _____
Typed Name: Andrew Connors
Title: Mayor
Date: _____

Attest: _____
Typed Name: _____
Title: _____
Date: _____

**West Melbourne, Florida**
(Municipality)

Signed: _____
Typed: Andrea Young
Title: Mayor
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**EXHIBIT A – DISTRIBUTION OF TMDL CREDITS**

## TABLE 1: CREDIT SHARE BASED ON 2016 POPULATION

| City/Town | BRL A Population | BRL A Credit Split | BRL B Population | BRL B Credit Split | North A Population | North A Credit Split | North B Population | North B Credit Split | Central A Population | Central A Credit Split | Central SEB Population | Central SEB Credit Split |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Brevard County (Unincorporated)** | 1,402 | 100.0% | 68,711 | 63.0% | 6,402 | 19.2% | 25,606 | 25.6% | 46,777 | 21.5% | 3,521 | 82.0% |
| **Cape Canaveral** | 0 | 0.0% | 10,171 | 9.3% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Cocoa** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 9,793 | 9.8% | 0 | 0.0% | 0 | 0.0% |
| **Cocoa Beach** | 0 | 0.0% | 11,276 | 10.3% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Grant-Valkaria** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 3,299 | 1.5% | 774 | 18.0% |
| **Indialantic** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 1,181 | 1.2% | 1,630 | 0.7% | 0 | 0.0% |
| **Indian Harbour Beach** | 0 | 0.0% | 8,446 | 7.7% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Malabar** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 2,817 | 1.3% | 0 | 0.0% |
| **Melbourne** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 48,075 | 48.1% | 29,948 | 13.7% | 0 | 0.0% |
| **Melbourne Beach** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 3,076 | 1.4% | 0 | 0.0% |
| **Melbourne Village** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 666 | 0.3% | 0 | 0.0% |
| **Palm Bay** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 109,162 | 50.1% | 0 | 0.0% |
| **Palm Shores** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 979 | 1.0% | 0 | 0.0% | 0 | 0.0% |
| **Rockledge** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 13,941 | 14.0% | 0 | 0.0% | 0 | 0.0% |
| **Satellite Beach** | 0 | 0.0% | 10,485 | 9.6% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Titusville** | 0 | 0.0% | 0 | 0.0% | 26,881 | 80.8% | 272 | 0.3% | 0 | 0.0% | 0 | 0.0% |
| **West Melbourne** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 20,434 | 9.4% | 0 | 0.0% |

**TABLE 2: CREDIT SHARE BASED ON 2020 POPULATION**

| City/Town | BRL A Population | BRL A Credit Split | BRL B Population | BRL B Credit Split | North A Population | North A Credit Split | North B Population | North B Credit Split | Central A Population | Central A Credit Split | Central SEB Population | Central SEB Credit Split |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Brevard County (Unincorporated)** | 452 | 100.0% | 25,141 | 37.7% | 11,742 | 28.2% | 45,464 | 37.3% | 63,679 | 25.0% | 4,065 | 77.0% |
| **Cape Canaveral** | 0 | 0.0% | 9,972 | 14.9% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Cocoa** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 10,092 | 8.3% | 0 | 0.0% | 0 | 0.0% |
| **Cocoa Beach** | 0 | 0.0% | 11,354 | 17.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Grant-Valkaria** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 3,292 | 1.3% | 1,217 | 23.0% |
| **Indialantic** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 813 | 0.7% | 2,197 | 0.9% | 0 | 0.0% |
| **Indian Harbour Beach** | 0 | 0.0% | 9,019 | 13.5% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Malabar** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 2,949 | 1.2% | 0 | 0.0% |
| **Melbourne** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 48,461 | 39.8% | 32,855 | 12.9% | 0 | 0.0% |
| **Melbourne Beach** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 3,231 | 1.3% | 0 | 0.0% |
| **Melbourne Village** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 681 | 0.3% | 0 | 0.0% |
| **Palm Bay** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 119,760 | 47.0% | 0 | 0.0% |
| **Palm Shores** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 1,200 | 1.0% | 0 | 0.0% | 0 | 0.0% |
| **Rockledge** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 15,500 | 12.7% | 0 | 0.0% | 0 | 0.0% |
| **Satellite Beach** | 0 | 0.0% | 11,226 | 16.8% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Titusville** | 0 | 0.0% | 0 | 0.0% | 29,947 | 71.8% | 302 | 0.2% | 0 | 0.0% | 0 | 0.0% |
| **West Melbourne** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 25,924 | 10.2% | 0 | 0.0% |

## SAVE OUR INDIAN RIVER LAGOON LOCAL INFRASTRUCTURE SURTAX RENEWAL OF INTERLOCAL AGREEMENT

This Renewal of the Save Our Indian River Lagoon Local Infrastructure Surtax Agreement ("Renewal"), is made and entered into by and between Brevard County, Florida, a political subdivision of the State of Florida ("County") and the municipalities of Cape Canaveral, Cocoa, Cocoa Beach, Grant-Valkaria, Indialantic, Indian Harbour Beach, Malabar, Melbourne, Melbourne Beach, Melbourne Village, Palm Bay, Palm Shores, Rockledge, Satellite Beach, Titusville, and West Melbourne, Florida, municipal corporations existing under the laws of the State of Florida ("City") and all together hereinafter known as the "Parties".

**WITNESSETH**

**WHEREAS,** pursuant to Section 212.055(2)(a), Florida Statutes, Brevard County Ordinance No. 16-15, and the vote of a majority of the qualified electors of Brevard County in a referendum held on November 8, 2016, the County levied a countywide one-half cent discretionary Save Our Indian River Lagoon local infrastructure surtax (hereinafter the "Surtax"), commencing on January 1, 2017, and continuing thereafter for a period of ten (10) years until December 31, 2026; and

**WHEREAS,** pursuant to Section 212.055(2)(a), Florida Statutes, Brevard County Ordinance No. _____(hereinafter the "Ordinance"), and the vote of a majority of the qualified electors of Brevard County in a referendum held on November 3, 2026, the Surtax is renewed commencing on January 1, 2027, and continuing thereafter for a period of ten (10) years until December 31, 2036; and

**WHEREAS,** as authorized by section 212.055(2)(c), Florida Statutes, the Parties entered into an initial Interlocal Agreement on August 23, 2016, which was subsequently replaced with an Interlocal Agreement executed by all Parties on January 29, 2019 (hereinafter the "Original Agreement"), in order to determine the distribution of the revenues derived from the half cent discretionary infrastructure sales tax in lieu of using the statutory formula set forth in section 218.62, Florida Statutes and the Parties desire to renew said Interlocal Agreement; and

**WHEREAS,** the parties deem it in the best interest of all of the citizens, residents, and property owners of Brevard County that the proceeds of the Surtax continue to be used to fund projects and programs designed to restore the Indian River Lagoon in the manner set forth in the Ordinance, including reasonable administrative costs of those projects and programs; and

**NOW, THEREFORE,** in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the County and City agree to perform the following acts and to be bound by the following statements:

1. RECITALS. The recitals set forth hereinabove are true and correct and are incorporated herein by reference.

2. CONTINUED USE AND DISTRIBUTION OF SURTAX. It is the intent of the parties hereto that even though this Renewal is separately executed by the County with multiple municipalities, that all such separately executed agreements shall be construed to constitute a single Renewal of the Interlocal Agreement which provides for the continued use and distribution of the proceeds from the Surtax as follows:

   a. Any and all revenue generated by the Surtax shall continue to be deposited into the Save Our Indian River Lagoon Trust Fund, continue to be administered by the County, and continue to be used for restoration projects and programs in the manner prescribed in the Ordinance and the Save Our Indian River Lagoon Project Plan; and

   b. The Save Our Indian River Lagoon Citizen Oversight Committee, as established in Ordinance No. 16-15, will continue to assist the County with annual plan updates and may review any proposed capital improvement, project, program, relevant science, performance data, audit or other matter presented to it by the Board of County Commissioners for a recommendation to the County Commission.

3. MUNICIPAL PERMITTING CONTINUING TO NOT BE RESTRICTED. Nothing in this Renewal or the Save Our Indian River Lagoon Project Plan shall be read to limit any municipal signatory's ability to obtain permits from the Florida Department of Environmental Protection, the St. John River Water Management District, or any other governing and/or permitting authority.

4. CONTINUING TOTAL MAXIMUM DAILY LOAD ("TMDL") CREDITS.

   a. Any and all TMDL credits accrued as a result of Surtax expenditures made shall continue to be distributed, to the extent permitted by law, between entities that have jurisdiction within the Florida Department of Environmental Protection (FDEP) Basin Management Action Plan (BMAP) watershed within which the project is located, and according to the following population-based distribution formula:

      i. The proportion for the county government shall be computed by dividing the sum of the unincorporated area population within the BMAP watershed where the project is located by the sum of the total population within that same BMAP watershed.

      ii. The proportion for each municipal government shall be computed by dividing the population of that municipality within the BMAP watershed where the project is located by the sum of the total population within that same BMAP watershed.

      iii. For the purposes of this section, from program inception until the census block data for the 2020 United States Census becomes

available, population shall be calculated using the population estimates of local governmental units in Florida as of April 1, 2016, as published by the University of Florida Bureau of Economic and Business Research. See **Exhibit A** attached hereto for TMDL credit distributions based on 2016 population estimates.

iv. When more recent census block data for the United States Census becomes available, and continuing thereafter, population shall be calculated by using the most recent census block data published by the United States Census Bureau.

b. Should a project use both Surtax monies and contributions made by other government entities, such as a city, all TMDL credits accrued for the project will be distributed pro rata in the same ratio as the entity's contribution to the total project cost, if allowed by law, or as otherwise agreed to by the contributing entities. The formula in 5.a.i. through 5.a.iv. applies only to the distribution of TMDL credits accrued by expenditure of Surtax monies.

c. Should expenditures be made with grant monies, cost share contracts or legislative appropriations, whichever entity applied for and received the additional funds shall be the recipient of the pro rata share of TMDL credits that accrue from the expenditure of such additional funds.

5. CONTINUING INTERLOCAL AGREEMENT. This Renewal is an interlocal agreement, as contemplated by Chapter 163, Part III, Florida Statutes, and other applicable law. This Renewal adopts, incorporates and ratifies the provisions of the Ordinance and the Original Agreement. It is governed by the laws of Florida.

6. MODIFICATION. This Renewal may be amended, supplemented or cancelled only by a written instrument duly executed by the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals on the day and year indicated next to the signature of their respective authorized representatives and this Renewal of the Interlocal Agreement shall take effect upon the date of execution by the last party to the Renewal of the Interlocal Agreement, the "last party" being defined as the authorized representative of the municipality whose city population will cause the total population of cities executing this agreement to exceed 50% of the total 2020 municipal population in the county, as that total is set forth in Exhibit A attached hereto.

ATTEST:

Rachel M. Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: _____
Thad Altman, Chair

As approved by the Board on May 19, 2026

**Cape Canaveral, Florida**
(Municipality)

Signed: _____
Typed Keith Touchberry
Title: City Manager
Date: _____

Attest: _____
Typed _____
Title: _____
Date: _____

**Cocoa, Florida**
(Municipality)

| | |
|---|---|
| Signed: | |
| Typed | Michael C. Blake |
| Title: | Mayor |
| Date: | |

| | |
|---|---|
| Attest: | |
| Typed | |
| Title: | |
| Date: | |

**Cocoa Beach, Florida**
(Municipality)

Signed: _____
Typed Keith Capizzi
Title: Mayor
Date: _____

Attest: _____
Typed _____
Title: _____
Date: _____

**Grant-Valkaria, Florida**
(Municipality)

Signed: _____
Typed: Lisette Kolar
Title: Mayor
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Town of Indialantic, Florida**
(Municipality)

Signed: _____
Typed Michael Casey
Title: Town Manager
Date: _____

Attest: _____
Typed _____
Title: _____
Date: _____

**Indian Harbour Beach, Florida**
(Municipality)

Signed: _____
Typed: John W. Coffey
Title: City Manager
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Malabar, Florida**
(Municipality)

Signed: _____
Typed: Lisa Morrell
Title: Town Manager
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Melbourne, Florida**
(Municipality)

Signed: _____
Typed: Jenni Lamb
Title: City Manager
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Melbourne Beach, Florida**
(Municipality)

Signed: _____
Typed: Alison Dennington
Title: Mayor
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Melbourne Village, Florida**
(Municipality)

Signed: _____
Typed: Susan Ditty
Title: Mayor
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Palm Bay, Florida**
(Municipality)

Signed: _____
Typed: Matthew Morton
Title: City Manager
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Palm Shores, Florida**
(Municipality)

Signed: _____
Typed Charles Chambliss
Title: Mayor
Date: _____

Attest: _____
Typed _____
Title: _____
Date: _____

**Rockledge, Florida**
(Municipality)

Signed: _____
Typed Thomas J. Price
Title: Mayor
Date: _____

Attest: _____
Typed _____
Title: _____
Date: _____

**Satellite Beach, Florida**
(Municipality)

Signed: _____
Typed: Brittany Retherford
Title: City Manager
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Titusville, Florida**
(Municipality)

Signed: _____
Typed: Andrew Connors
Title: Mayor
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**West Melbourne, Florida**
(Municipality)

Signed: _____
Typed: Andrea Young
Title: Mayor
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**EXHIBIT A – DISTRIBUTION OF TMDL CREDITS**

**TABLE 1: CREDIT SHARE BASED ON 2016 POPULATION**

| City/Town | BRL A Population | BRL A Credit Split | BRL B Population | BRL B Credit Split | North A Population | North A Credit Split | North B Population | North B Credit Split | Central A Population | Central A Credit Split | Central SEB Population | Central SEB Credit Split |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
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| **Cape Canaveral** | 0 | 0.0% | 10,171 | 9.3% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Cocoa** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 9,793 | 9.8% | 0 | 0.0% | 0 | 0.0% |
| **Cocoa Beach** | 0 | 0.0% | 11,276 | 10.3% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Grant-Valkaria** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 3,299 | 1.5% | 774 | 18.0% |
| **Indialantic** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 1,181 | 1.2% | 1,630 | 0.7% | 0 | 0.0% |
| **Indian Harbour Beach** | 0 | 0.0% | 8,446 | 7.7% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Malabar** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 2,817 | 1.3% | 0 | 0.0% |
| **Melbourne** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 48,075 | 48.1% | 29,948 | 13.7% | 0 | 0.0% |
| **Melbourne Beach** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 3,076 | 1.4% | 0 | 0.0% |
| **Melbourne Village** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 666 | 0.3% | 0 | 0.0% |
| **Palm Bay** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 109,162 | 50.1% | 0 | 0.0% |
| **Palm Shores** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 979 | 1.0% | 0 | 0.0% | 0 | 0.0% |
| **Rockledge** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 13,941 | 14.0% | 0 | 0.0% | 0 | 0.0% |
| **Satellite Beach** | 0 | 0.0% | 10,485 | 9.6% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Titusville** | 0 | 0.0% | 0 | 0.0% | 26,881 | 80.8% | 272 | 0.3% | 0 | 0.0% | 0 | 0.0% |
| **West Melbourne** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 20,434 | 9.4% | 0 | 0.0% |

**TABLE 2: CREDIT SHARE BASED ON 2020 POPULATION**

| City/Town | BRL A Population | BRL A Credit Split | BRL B Population | BRL B Credit Split | North A Population | North A Credit Split | North B Population | North B Credit Split | Central A Population | Central A Credit Split | Central SEB Population | Central SEB Credit Split |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Brevard County (Unincorporated)** | 452 | 100.0% | 25,141 | 37.7% | 11,742 | 28.2% | 45,464 | 37.3% | 63,679 | 25.0% | 4,065 | 77.0% |
| **Cape Canaveral** | 0 | 0.0% | 9,972 | 14.9% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Cocoa** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 10,092 | 8.3% | 0 | 0.0% | 0 | 0.0% |
| **Cocoa Beach** | 0 | 0.0% | 11,354 | 17.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Grant-Valkaria** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 3,292 | 1.3% | 1,217 | 23.0% |
| **Indialantic** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 813 | 0.7% | 2,197 | 0.9% | 0 | 0.0% |
| **Indian Harbour Beach** | 0 | 0.0% | 9,019 | 13.5% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Malabar** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 2,949 | 1.2% | 0 | 0.0% |
| **Melbourne** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 48,461 | 39.8% | 32,855 | 12.9% | 0 | 0.0% |
| **Melbourne Beach** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 3,231 | 1.3% | 0 | 0.0% |
| **Melbourne Village** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 681 | 0.3% | 0 | 0.0% |
| **Palm Bay** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 119,760 | 47.0% | 0 | 0.0% |
| **Palm Shores** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 1,200 | 1.0% | 0 | 0.0% | 0 | 0.0% |
| **Rockledge** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 15,500 | 12.7% | 0 | 0.0% | 0 | 0.0% |
| **Satellite Beach** | 0 | 0.0% | 11,226 | 16.8% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Titusville** | 0 | 0.0% | 0 | 0.0% | 29,947 | 71.8% | 302 | 0.2% | 0 | 0.0% | 0 | 0.0% |
| **West Melbourne** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 25,924 | 10.2% | 0 | 0.0% |

**ORDINANCE 2026-06**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, REGARDING RENEWAL OF THE HALF-CENT LOCAL GOVERNMENT INFRASTRUCTURE SURTAX KNOWN LOCALLY AS THE SAVE OUR INDIAN RIVER LAGOON SALES SURTAX; PROVIDING FOR RENEWAL OF THE LEVY OF THE SURTAX THROUGH DECEMBER 31, 2036, SUBJECT TO THE APPROVAL BY A MAJORITY VOTE OF THE ELECTORS OF THE COUNTY VOTING IN A REFERENDUM ON THE SURTAX, FOR THE PURPOSE OF FUNDING THE COUNTY'S SHARE OF THE COST FOR THE SAVE OUR INDIAN RIVER LAGOON PROGRAM; AMENDING CHAPTER 46, ARTICLE X, BREVARD COUNTY CODE; AMENDING SECTION 46-399. – SAVE OUR INDIAN RIVER LAGOON PROJECT TRUST FUND, BREVARD COUNTY CODE TO PROVIDE FOR THE DEPOSIT OF ALL SURTAX REVENUES IN A TRUST FUND AND RESTRICTION OF TRUST FUND EXPENDITURES; AMENDING SECTION 46-401. – EFFECTIVE DATE, BREVARD COUNTY CODE, TO PROVIDE FOR THE EXTENSION OF THE LEVY OF THE SURTAX THROUGH DECEMBER 31, 2036; PROVIDING FOR A REFERENDUM; PROVIDING FOR NOTICE OF THE REFERENDUM; PROVIDING FOR BALLOT LANGUAGE; PROVIDING CONDITIONS TO THE HOLDING OF SUCH REFERENDUM; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR INCLUSION IN THE BREVARD COUNTY CODE; PROVIDING FOR EFFECTIVE DATES, FILING AND NOTICES, AND REPEAL.**

**WHEREAS,** in January through March 2016, Brevard County residents endured the most extensive and intensive algal bloom ever recorded in the Indian River system during winter to spring months; and

**WHEREAS** the collapse of this bloom in March resulted in one of the most extensive fish kills ever recorded in the county; and

**WHEREAS** the 2016 bloom and fish kill followed a 2011 algae super bloom, brown tides in 2012, 2013 and 2015, and unusual mortality events for dolphins, manatees and pelicans; and

**WHEREAS,** on August 9, 2016, the Board of County Commissioners heard extensive testimony on the need for and economic benefits anticipated from establishing a trust fund dedicated to restoring health to the Indian River Lagoon, considered multiple funding options, and voted unanimously to approve a Save Our Indian River Lagoon Project Plan, advertise an ordinance for a half-cent infrastructure sales tax for this purpose, approved ballot language, and authorized staff to negotiate an interlocal sales tax use and distribution agreement with cities representing a majority of the county's municipal population; and

**WHEREAS,** on August 23, 2016, the Board of County Commissioners adopted Ordinance No. 2016-15 (the "Original Save Our Indian River Lagoon Surtax Ordinance") for a half-cent

Officially filed with the Secretary of
State on May 21, 2026.

infrastructure sales tax to fund the implementation of the Save Our Indian River Lagoon Project Plan, placed a Referendum on the November 8, 2016, ballot for a half-cent infrastructure sales tax and authorized the Chair to execute an interlocal sales tax use and distribution agreement with cities representing a majority of the County's municipal population; and

**WHEREAS,** on November 8, 2016, the half-cent infrastructure sales tax was approved by a majority vote of the electors of Brevard County to be levied for the period of January 1, 2017, to December 31, 2026; and

**WHEREAS** an interlocal sales tax use and distribution agreement was executed between the County and every city and town in the County, thus representing the entire County population; and

**WHEREAS** the Save Our Indian River Lagoon Project Plan has been updated annually with changes recommended by a Citizen Oversight Committee and adopted by the County Commission to reduce sources of pollution, remove accumulations of pollution, restore naturally filtering ecosystems, and respond to new information and opportunities; and

**WHEREAS,** the current surtax expires December 31, 2026, and while progress is underway, extending dedicated funding into the future will continue to position the County to leverage state and federal cost-share to design and implement projects and programs that reduce and remove pollution, improve water quality, and restore fish and wildlife abundance and habitat in the Indian River Lagoon that would not otherwise be funded; and

**WHEREAS,** the Board of County Commissioners of Brevard County finds that a referendum on whether to renew the surtax is prudent, best serves the public interest, and serves both a county purpose and a public purpose;

**NOW, THEREFORE, BE IT ORDAINED** BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, as follows:

**SECTION 1. AMENDMENTS TO SECTION 46-399. – SAVE OUR INDIAN RIVER LAGOON PROJECT TRUST FUND, BREVARD COUNTY CODE**. Effective January 1, 2027, Chapter 46, Article X. – Save Our Indian River Lagoon Sales Surtax, Section 46-399 of the Brevard County Code, is hereby amended to read as follows (additions are indicated by underline text; deletions are indicated by ~~strikethrough~~ text):

**Sec. 46-399. - Save Our Indian River Lagoon Project Trust Fund.**

~~If the county electorate approves the ½-cent infrastructure sales surtax provided for in this article, the county manager, or his designee in cooperation with the~~

~~board finance division of the office of the clerk of the circuit court, shall create a trust fund reserved solely for the deposit of revenues derived from the approved tax and any other funds received for purposes of implementing the Save Our Indian River Lagoon Project Plan. Thereafter, all~~ All revenues collected from the ~~tax~~ ½-cent infrastructure sales surtax provided for in this article and any other funds received for purposes of implementing the Save Our Indian River Lagoon Project Plan shall be deposited into the trust fund created and reserved solely for such purpose, and shall be distributed in the manner provided for in the interlocal agreement required under ~~F.S. §~~ section 212.055(2)(c)1., Florida Statutes. Trust fund expenditures shall be restricted to:

(1) Reasonable and necessary capital improvement, capital maintenance and other projects and programs implementing the Save Our Indian River Lagoon Project Plan, as adopted by the board of county commissioners and amended from time to time. Reasonable and necessary expenses may include lagoon restoration project permitting costs and the costs of experts used in obtaining or consulting on the acquisition of such permits;~~:~~

~~a. The Save Our Indian River Lagoon Project Plan, as adopted hereunder or as amended from time to time;~~

~~b. The Indian River Lagoon Conservation and Management plan, as amended from time to time and incorporated into the Save Our Indian River Lagoon Project Plan; and/or~~

c. ~~With the approval of the board of county commissioners, the costs of any lagoon restoration project or program identified and pursued in accordance with any future plan, as amended from time to time and incorporated into the Save Our Indian River Lagoon Project Plan enacted by the Indian River Lagoon council created pursuant to the Indian River Lagoon National Estuary Program Interlocal Agreement dated February 19, 2015. Such reasonable and necessary expenses may include lagoon restoration project permitting costs and the costs experts used in obtaining or consulting on the acquisition of such permits;~~

(2) Costs of issuing bonds, including financial advisor fees; bond counsel fees; and bond validation attorneys and expert witness fees, if any are utilized;

(3) Lagoon restoration project related costs, if any, contemplated by the interlocal agreement ~~required~~ authorized by ~~F.S. §~~ Section 212.055(2), Florida Statutes;

(4) Any reasonable lagoon restoration related project or program expense approved by the board of county commissioners, at its discretion, upon recommendation by the Save Our Indian River Lagoon citizen oversight committee ~~established hereunder~~;

(5) Save Our Indian River Lagoon Project Plan restoration project related administration ~~operation and maintenance~~ expenses;

(6) Save Our Indian River Lagoon Project Plan education and community awareness initiatives or programs;

(7) Any membership dues payable to the Indian River Lagoon council.

Such expenditures shall be made in accordance with established county contract, bidding and authorized administrative expense limitations, as set forth in board policies and county manager administrative orders.

Such expenditures may include use for grant matching funds for federal, state or private contributions pledged for paying expenses or costs related to lagoon restoration projects, or repayment of bonds, if any, issued for financing the cost of capital improvement or capital maintenance projects related to the restoration of the Indian River Lagoon.

**SECTION 2. AMENDMENTS TO SECTION 46-401. – EFFECTIVE DATE, BREVARD COUNTY CODE**. Effective January 1, 2027, Chapter 46, Article X. – Save Our Indian River Lagoon Sales Surtax, Section 46-401 of the Brevard County Code, is hereby amended to read as follows (additions are indicated by underline text; deletions are indicated by ~~strikethrough~~ text):

**Sec. 46-401. - Effective date and duration of infrastructure surtax.**

The ½ cent infrastructure sales surtax authorized in section 46-398 shall be effective commencing January 1, 2017, and continuing through December 31, 2036. ~~The ordinance from which this article is derived shall take effect upon November 5, 2016 if the ½ cent sales tax is approved by a majority of the electors of the county voting in the referendum on that date. However, the ordinance from which this article is derived shall not be implemented until such time as:~~

~~(1) The supervisor of elections has consented to obtaining and making registration books available in accordance with F.S. § 100.151;~~

~~(2) Election results demonstrate an affirmative vote of the majority of the electors has approved the Save Our Indian River Lagoon ½ cent sales tax; and~~

~~(3) Prior to November 8, 2016, the governing bodies representing at least 50 percent of the municipal population in the county have approved an interlocal agreement consistent with the distribution of all proceeds to the trust fund created by the ordinance from which this article is derived, provided the levy of the ½ cent surtax provided for in section 46-398 will commence on January 1, 2017.~~

**SECTION 3. REFERENDUM.** A referendum election is hereby called and ordered to be held in Brevard County at the time of the next general election to be held on November 3, 2026 to determine whether the Board of County Commissioners should continue to levy a ½ cent sales tax for financing the County's share of the cost for the Save Our Indian River Lagoon Program to implement the project plan.

**SECTION 4. NOTICE OF REFERENDUM.** Notice of the referendum shall be published in a newspaper of general circulation in the County or on the County's website as provided in section 50.0311, Florida Statutes, at least twice, once in the fifth week and once in the third week prior to the week in which the referendum is held, the date of first publication in said newspaper to be at least thirty (30) days before said referendum, in the manner provided in section 100.342, Florida Statutes.

**SECTION 5. NOTICE TO SUPERVISOR OF ELECTIONS.** Upon adoption of this ordinance, notice of the calling of the referendum election provided for in this Ordinance shall be delivered to the Supervisor of Elections. This Ordinance shall not be implemented unless the Supervisor of Elections provides his consent to a date when the registration books can be available pursuant to Section 100.151, Florida Statutes.

**SECTION 6. PLACES OF VOTING, INSPECTORS, CLERKS.** The polls will be open at the voting places on the date of the referendum during the times prescribed by law. All qualified electors residing within the County shall be entitled and permitted to vote at the referendum on the proposition set forth below. The places of voting and the inspectors and clerk for the referendum shall be those designated by the Supervisor or Elections of Brevard County.

**SECTION 7. OFFICIAL BALLOT.** Ballots to be used in the referendum shall contain a statement of the description of the proposed Save Our Indian River Lagoon ½ Cent Sales Tax Referendum and shall be in substantially the following form:

BALLOT

Brevard County, Florida

**Title:** RENEWAL OF THE SAVE OUR INDIAN RIVER LAGOON HALF-CENT SALES TAX

To restore the Indian River Lagoon through infrastructure, capital improvements, capital maintenance projects and programs designed to improve water quality and fish and wildlife habitat, remove muck, and reduce pollution, shall Brevard County renew the existing Save Our Indian River Lagoon half-cent sales tax for ten years, and require deposit of all revenue to a trust fund solely for such purposes, with continued citizen committee oversight and annual independent audits?

___ YES for the ½ cent sales tax

___ NO against the ½ cent sales tax

**SECTION 8. ABSENTEE VOTING.** The form of ballots to be used in such referendum for absentee voters shall be the same as used at the polling places for said referendum or such other form as may be prescribed by law.

**SECTION 9. PRINTING OF BALLOTS.** The Supervisor of Elections for Brevard County is hereby authorized and requested to (a) have sample ballots printed and to deliver such sample ballots to the inspectors and clerks on or before the date and time for opening of the polls for such referendum and (b) have official ballots for use in such referendum printed and delivered in accordance with law.

**SECTION 10. PAYMENT OF REFERENDUM EXPENSES.** The County Manager is hereby authorized and directed to approve the payment of lawful expenses associated with conducting the referendum election and the Clerk of the Board of County Commissioners is hereby authorized and directed to disburse the funds necessary to pay such expenses.

**SECTION 11. VOTER REGISTRATION BOOKS.** The Supervisor of Elections for Brevard County is hereby authorized and requested to furnish the poll workers, inspectors and clerks required at each place where the votes are to be cast in such referendum, as well as applicable portions of the registration books or certified copies thereof showing the names of the qualified electors residing in the County.

**SECTION 12. ELECTION PROCEDURE.** The referendum shall be held and conducted in the manner prescribed by law and shall, as soon as practicable, be returned and canvassed in the manner prescribed by law. The result shall show the number of qualified electors who voted at such referendum and the number of votes cast respectively for and against approval of the proposition. Upon certification in the manner prescribed by law, the results shall be recorded in the minutes of the Board of County Commissioners.

**SECTION 13. LEVY OF ONE-HALF CENT SALES TAX FOR INDIAN RIVER LAGOON RESTORATION.** As authorized under section 212.055(2), Florida Statutes, and subject to section 19(b) below, beginning January 1, 2027, the levy of the one-half cent Save Our Indian River Lagoon Sales Surtax is hereby extended for a period of ten years, as specified in this Ordinance.

**SECTION 14. SAVINGS CLAUSE.** In the event the referendum provided for in Section 3 of this Ordinance is not approved by a majority vote of those voting on the question posed by the referendum, the levy of the Save Our Indian River Lagoon Sales Surtax pursuant to the Original Save Our Indian River Lagoon Surtax Ordinance shall remain in effect as originally provided in the Original Save Our Indian River Lagoon Surtax Ordinance, the proceeds of the Save Our Indian River Lagoon Sales Surtax shall continue to be used for the purposes provided in the Original Save Our Indian River Lagoon Surtax Ordinance and shall continue to be distributed as provided in the Original Save Our Indian River Lagoon Surtax Ordinance.

**SECTION 15. SEVERABILITY.** If any section, subsection, sentence, clause or provision of this Ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, such invalid or unconstitutional portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the other portions of this ordinance, provided the remaining portions effectuate the purpose and intent of this ordinance.

**SECTION 16. INCLUSION IN BREVARD COUNTY CODE.** It is intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of Brevard County, Florida, and that the sections of this ordinances may be renumbered or re-lettered and that the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**SECTION 17. CONFLICTING PROVISIONS.** In the case of a direct conflict between any provisions of this ordinance and a portion or provision of any other appropriate federal, state, or county law, rule, code or regulation, the more restrictive shall apply.

**SECTION 18**. **REPEALING CLAUSE**. All ordinances or other actions of the County which are in conflict herewith are hereby repealed to the extent of such conflict or inconsistency.

**SECTION 19**. **EFFECTIVE DATES; FILING AND NOTICES; REPEAL**.

(a) This Ordinance shall be effective upon filing with the Florida Department of State. Immediately upon passage, the Clerk is directed to file this Ordinance and to provide copies to the Florida Department of Revenue, and the Supervisor of Elections, in accordance with applicable law. Subject to section 19(b) below, for purposes of authorizing the extension of the levy of the Save Our Indian River Lagoon Sales Surtax, this Ordinance shall take effect on January 1, 2027.

(b) The extension of the levy of the Save Our Indian River Lagoon Sales Surtax proposed by this Ordinance shall commence on January 1, 2027, only if approved by a "FOR" vote by a majority of those voting on the question posed at the November 3, 2026 referendum. If a majority of those voting on the question posed do not vote "FOR", the proposed renewal of the levy of the Save Our Indian River Lagoon Sales Surtax shall not be authorized and this Ordinance shall be of no further force and effect.

(c) The extension of the levy of the Save Our Indian River Lagoon Sales Surtax proposed by this Ordinance shall commence on January 1, 2027, only if each of the governing boards of Brevard County and the governing bodies of the municipalities representing a majority of the county's municipal population enter into an interlocal agreement providing for the distribution of the proceeds of the Save Our Indian River Lagoon Sales Surtax in accordance with section 212.055, Florida Statutes prior to January 1, 2027.

**ENACTED** this 19th day of May, 2026

ATTEST:

Rachel M. Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: _____
Thad Altman, Chair

As approved by the Board on May 19, 2026

## SAVE OUR INDIAN RIVER LAGOON LOCAL INFRASTRUCTURE SURTAX RENEWAL OF INTERLOCAL AGREEMENT

This Renewal of the Save Our Indian River Lagoon Local Infrastructure Surtax Agreement ("Renewal"), is made and entered into by and between Brevard County, Florida, a political subdivision of the State of Florida ("County") and the municipalities of Cape Canaveral, Cocoa, Cocoa Beach, Grant-Valkaria, Indialantic, Indian Harbour Beach, Malabar, Melbourne, Melbourne Beach, Melbourne Village, Palm Bay, Palm Shores, Rockledge, Satellite Beach, Titusville, and West Melbourne, Florida, municipal corporations existing under the laws of the State of Florida ("City") and all together hereinafter known as the "Parties".

**WITNESSETH**

**WHEREAS,** pursuant to Section 212.055(2)(a), Florida Statutes, Brevard County Ordinance No. 16-15, and the vote of a majority of the qualified electors of Brevard County in a referendum held on November 8, 2016, the County levied a countywide one-half cent discretionary Save Our Indian River Lagoon local infrastructure surtax (hereinafter the "Surtax"), commencing on January 1, 2017, and continuing thereafter for a period of ten (10) years until December 31, 2026; and

**WHEREAS,** pursuant to Section 212.055(2)(a), Florida Statutes, Brevard County Ordinance No. 2026-06 (hereinafter the "Ordinance"), and the vote of a majority of the qualified electors of Brevard County in a referendum held on November 3, 2026, the Surtax is renewed commencing on January 1, 2027, and continuing thereafter for a period of ten (10) years until December 31, 2036; and

**WHEREAS,** as authorized by section 212.055(2)(c), Florida Statutes, the Parties entered into an initial Interlocal Agreement on August 23, 2016, which was subsequently replaced with an Interlocal Agreement executed by all Parties on January 29, 2019 (hereinafter the "Original Agreement"), in order to determine the distribution of the revenues derived from the half cent discretionary infrastructure sales tax in lieu of using the statutory formula set forth in section 218.62, Florida Statutes and the Parties desire to renew said Interlocal Agreement; and

**WHEREAS,** the parties deem it in the best interest of all of the citizens, residents, and property owners of Brevard County that the proceeds of the Surtax continue to be used to fund projects and programs designed to restore the Indian River Lagoon in the manner set forth in the Ordinance, including reasonable administrative costs of those projects and programs; and

**NOW, THEREFORE,** in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the County and City agree to perform the following acts and to be bound by the following statements:

1. RECITALS. The recitals set forth hereinabove are true and correct and are incorporated herein by reference.

2. CONTINUED USE AND DISTRIBUTION OF SURTAX. It is the intent of the parties hereto that even though this Renewal is separately executed by the County with multiple municipalities, that all such separately executed agreements shall be construed to constitute a single Renewal of the Interlocal Agreement which provides for the continued use and distribution of the proceeds from the Surtax as follows:

   a. Any and all revenue generated by the Surtax shall continue to be deposited into the Save Our Indian River Lagoon Trust Fund, continue to be administered by the County, and continue to be used for restoration projects and programs in the manner prescribed in the Ordinance and the Save Our Indian River Lagoon Project Plan; and

   b. The Save Our Indian River Lagoon Citizen Oversight Committee, as established in Ordinance No. 16-15, will continue to assist the County with annual plan updates and may review any proposed capital improvement, project, program, relevant science, performance data, audit or other matter presented to it by the Board of County Commissioners for a recommendation to the County Commission.

3. MUNICIPAL PERMITTING CONTINUING TO NOT BE RESTRICTED. Nothing in this Renewal or the Save Our Indian River Lagoon Project Plan shall be read to limit any municipal signatory's ability to obtain permits from the Florida Department of Environmental Protection, the St. John River Water Management District, or any other governing and/or permitting authority.

4. CONTINUING TOTAL MAXIMUM DAILY LOAD ("TMDL") CREDITS.

   a. Any and all TMDL credits accrued as a result of Surtax expenditures made shall continue to be distributed, to the extent permitted by law, between entities that have jurisdiction within the Florida Department of Environmental Protection (FDEP) Basin Management Action Plan (BMAP) watershed within which the project is located, and according to the following population-based distribution formula:

      i. The proportion for the county government shall be computed by dividing the sum of the unincorporated area population within the BMAP watershed where the project is located by the sum of the total population within that same BMAP watershed.

      ii. The proportion for each municipal government shall be computed by dividing the population of that municipality within the BMAP watershed where the project is located by the sum of the total population within that same BMAP watershed.

      iii. For the purposes of this section, from program inception until the census block data for the 2020 United States Census becomes

available, population shall be calculated using the population estimates of local governmental units in Florida as of April 1, 2016, as published by the University of Florida Bureau of Economic and Business Research. See **Exhibit A** attached hereto for TMDL credit distributions based on 2016 population estimates.

iv. When more recent census block data for the United States Census becomes available, and continuing thereafter, population shall be calculated by using the most recent census block data published by the United States Census Bureau.

b. Should a project use both Surtax monies and contributions made by other government entities, such as a city, all TMDL credits accrued for the project will be distributed pro rata in the same ratio as the entity's contribution to the total project cost, if allowed by law, or as otherwise agreed to by the contributing entities. The formula in 5.a.i. through 5.a.iv. applies only to the distribution of TMDL credits accrued by expenditure of Surtax monies.

c. Should expenditures be made with grant monies, cost share contracts or legislative appropriations, whichever entity applied for and received the additional funds shall be the recipient of the pro rata share of TMDL credits that accrue from the expenditure of such additional funds.

5. CONTINUING INTERLOCAL AGREEMENT. This Renewal is an interlocal agreement, as contemplated by Chapter 163, Part III, Florida Statutes, and other applicable law. This Renewal adopts, incorporates and ratifies the provisions of the Ordinance and the Original Agreement. It is governed by the laws of Florida.

6. MODIFICATION. This Renewal may be amended, supplemented or cancelled only by a written instrument duly executed by the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals on the day and year indicated next to the signature of their respective authorized representatives and this Renewal of the Interlocal Agreement shall take effect upon the date of execution by the last party to the Renewal of the Interlocal Agreement, the "last party" being defined as the authorized representative of the municipality whose city population will cause the total population of cities executing this agreement to exceed 50% of the total 2020 municipal population in the county, as that total is set forth in Exhibit A attached hereto.

ATTEST:

Rachel M. Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: _____
Thad Altman, Chair

As approved by the Board on May 19 2026

**Cape Canaveral, Florida**
(Municipality)

Signed: _____
Typed Name: Keith Touchberry
Title: City Manager
Date: _____

Attest: _____
Typed Name: _____
Title: _____
Date: _____

**Cocoa, Florida**
(Municipality)

Signed: _____
Typed: Michael C. Blake
Title: Mayor
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Cocoa Beach, Florida**
(Municipality)

Signed: _____
Typed: Keith Capizzi
Title: Mayor
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Grant-Valkaria, Florida**
(Municipality)

Signed: _____
Typed Lisette Kolar
Title: Mayor
Date: _____

Attest: _____
Typed _____
Title: _____
Date: _____

**Town of Indialantic, Florida**
(Municipality)

Signed: _____
Typed: Michael Casey
Title: Town Manager
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Indian Harbour Beach, Florida**
(Municipality)

Signed: _____
Typed: John W. Coffey
Title: City Manager
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Malabar, Florida**
(Municipality)

| | |
|---|---|
| Signed: | |
| Typed | Lisa Morrell |
| Title: | Town Manager |
| Date: | |

| | |
|---|---|
| Attest: | |
| Typed | |
| Title: | |
| Date: | |

**Melbourne, Florida**
(Municipality)

Signed: _____
Typed Jenni Lamb
Title: City Manager
Date: _____

Attest: _____
Typed _____
Title: _____
Date: _____

**Melbourne Beach, Florida**
(Municipality)

Signed: _____
Typed: Alison Dennington
Title: Mayor
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Melbourne Village, Florida**
(Municipality)

Signed: _____
Typed Name: Susan Ditty
Title: Mayor
Date: _____

Attest: _____
Typed Name: _____
Title: _____
Date: _____

**Palm Bay, Florida**
(Municipality)

Signed: _____
Typed: Matthew Morton
Title: City Manager
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Palm Shores, Florida**
(Municipality)

Signed: _____
Typed Charles Chambliss
Title: Mayor
Date: _____

Attest: _____
Typed _____
Title: _____
Date: _____

**Rockledge, Florida**
(Municipality)

Signed: _____
Typed Thomas J. Price
Title: Mayor
Date: _____

Attest: _____
Typed _____
Title: _____
Date: _____

**Satellite Beach, Florida**
(Municipality)

Signed: _____
Typed: Brittany Retherford
Title: City Manager
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Titusville, Florida**
(Municipality)

Signed: _____
Typed Name: Andrew Connors
Title: Mayor
Date: _____

Attest: _____
Typed Name: _____
Title: _____
Date: _____

**West Melbourne, Florida**
(Municipality)

Signed: _____
Typed: Andrea Young
Title: Mayor
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**EXHIBIT A – DISTRIBUTION OF TMDL CREDITS**

## TABLE 1: CREDIT SHARE BASED ON 2016 POPULATION

| City/Town | BRL A Population | BRL A Credit Split | BRL B Population | BRL B Credit Split | North A Population | North A Credit Split | North B Population | North B Credit Split | Central A Population | Central A Credit Split | Central SEB Population | Central SEB Credit Split |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Brevard County (Unincorporated)** | 1,402 | 100.0% | 68,711 | 63.0% | 6,402 | 19.2% | 25,606 | 25.6% | 46,777 | 21.5% | 3,521 | 82.0% |
| **Cape Canaveral** | 0 | 0.0% | 10,171 | 9.3% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Cocoa** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 9,793 | 9.8% | 0 | 0.0% | 0 | 0.0% |
| **Cocoa Beach** | 0 | 0.0% | 11,276 | 10.3% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Grant-Valkaria** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 3,299 | 1.5% | 774 | 18.0% |
| **Indialantic** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 1,181 | 1.2% | 1,630 | 0.7% | 0 | 0.0% |
| **Indian Harbour Beach** | 0 | 0.0% | 8,446 | 7.7% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Malabar** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 2,817 | 1.3% | 0 | 0.0% |
| **Melbourne** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 48,075 | 48.1% | 29,948 | 13.7% | 0 | 0.0% |
| **Melbourne Beach** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 3,076 | 1.4% | 0 | 0.0% |
| **Melbourne Village** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 666 | 0.3% | 0 | 0.0% |
| **Palm Bay** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 109,162 | 50.1% | 0 | 0.0% |
| **Palm Shores** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 979 | 1.0% | 0 | 0.0% | 0 | 0.0% |
| **Rockledge** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 13,941 | 14.0% | 0 | 0.0% | 0 | 0.0% |
| **Satellite Beach** | 0 | 0.0% | 10,485 | 9.6% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Titusville** | 0 | 0.0% | 0 | 0.0% | 26,881 | 80.8% | 272 | 0.3% | 0 | 0.0% | 0 | 0.0% |
| **West Melbourne** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 20,434 | 9.4% | 0 | 0.0% |

**TABLE 2: CREDIT SHARE BASED ON 2020 POPULATION**

| City/Town | BRL A Population | BRL A Credit Split | BRL B Population | BRL B Credit Split | North A Population | North A Credit Split | North B Population | North B Credit Split | Central A Population | Central A Credit Split | Central SEB Population | Central SEB Credit Split |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Brevard County (Unincorporated)** | 452 | 100.0% | 25,141 | 37.7% | 11,742 | 28.2% | 45,464 | 37.3% | 63,679 | 25.0% | 4,065 | 77.0% |
| **Cape Canaveral** | 0 | 0.0% | 9,972 | 14.9% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Cocoa** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 10,092 | 8.3% | 0 | 0.0% | 0 | 0.0% |
| **Cocoa Beach** | 0 | 0.0% | 11,354 | 17.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Grant-Valkaria** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 3,292 | 1.3% | 1,217 | 23.0% |
| **Indialantic** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 813 | 0.7% | 2,197 | 0.9% | 0 | 0.0% |
| **Indian Harbour Beach** | 0 | 0.0% | 9,019 | 13.5% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Malabar** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 2,949 | 1.2% | 0 | 0.0% |
| **Melbourne** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 48,461 | 39.8% | 32,855 | 12.9% | 0 | 0.0% |
| **Melbourne Beach** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 3,231 | 1.3% | 0 | 0.0% |
| **Melbourne Village** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 681 | 0.3% | 0 | 0.0% |
| **Palm Bay** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 119,760 | 47.0% | 0 | 0.0% |
| **Palm Shores** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 1,200 | 1.0% | 0 | 0.0% | 0 | 0.0% |
| **Rockledge** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 15,500 | 12.7% | 0 | 0.0% | 0 | 0.0% |
| **Satellite Beach** | 0 | 0.0% | 11,226 | 16.8% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Titusville** | 0 | 0.0% | 0 | 0.0% | 29,947 | 71.8% | 302 | 0.2% | 0 | 0.0% | 0 | 0.0% |
| **West Melbourne** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 25,924 | 10.2% | 0 | 0.0% |

## SAVE OUR INDIAN RIVER LAGOON LOCAL INFRASTRUCTURE SURTAX RENEWAL OF INTERLOCAL AGREEMENT

This Renewal of the Save Our Indian River Lagoon Local Infrastructure Surtax Agreement ("Renewal"), is made and entered into by and between Brevard County, Florida, a political subdivision of the State of Florida ("County") and the municipalities of Cape Canaveral, Cocoa, Cocoa Beach, Grant-Valkaria, Indialantic, Indian Harbour Beach, Malabar, Melbourne, Melbourne Beach, Melbourne Village, Palm Bay, Palm Shores, Rockledge, Satellite Beach, Titusville, and West Melbourne, Florida, municipal corporations existing under the laws of the State of Florida ("City") and all together hereinafter known as the "Parties".

**WITNESSETH**

**WHEREAS,** pursuant to Section 212.055(2)(a), Florida Statutes, Brevard County Ordinance No. 16-15, and the vote of a majority of the qualified electors of Brevard County in a referendum held on November 8, 2016, the County levied a countywide one-half cent discretionary Save Our Indian River Lagoon local infrastructure surtax (hereinafter the "Surtax"), commencing on January 1, 2017, and continuing thereafter for a period of ten (10) years until December 31, 2026; and

**WHEREAS,** pursuant to Section 212.055(2)(a), Florida Statutes, Brevard County Ordinance No. _____(hereinafter the "Ordinance"), and the vote of a majority of the qualified electors of Brevard County in a referendum held on November 3, 2026, the Surtax is renewed commencing on January 1, 2027, and continuing thereafter for a period of ten (10) years until December 31, 2036; and

**WHEREAS,** as authorized by section 212.055(2)(c), Florida Statutes, the Parties entered into an initial Interlocal Agreement on August 23, 2016, which was subsequently replaced with an Interlocal Agreement executed by all Parties on January 29, 2019 (hereinafter the "Original Agreement"), in order to determine the distribution of the revenues derived from the half cent discretionary infrastructure sales tax in lieu of using the statutory formula set forth in section 218.62, Florida Statutes and the Parties desire to renew said Interlocal Agreement; and

**WHEREAS,** the parties deem it in the best interest of all of the citizens, residents, and property owners of Brevard County that the proceeds of the Surtax continue to be used to fund projects and programs designed to restore the Indian River Lagoon in the manner set forth in the Ordinance, including reasonable administrative costs of those projects and programs; and

**NOW, THEREFORE,** in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the County and City agree to perform the following acts and to be bound by the following statements:

1. RECITALS. The recitals set forth hereinabove are true and correct and are incorporated herein by reference.

2. CONTINUED USE AND DISTRIBUTION OF SURTAX. It is the intent of the parties hereto that even though this Renewal is separately executed by the County with multiple municipalities, that all such separately executed agreements shall be construed to constitute a single Renewal of the Interlocal Agreement which provides for the continued use and distribution of the proceeds from the Surtax as follows:

   a. Any and all revenue generated by the Surtax shall continue to be deposited into the Save Our Indian River Lagoon Trust Fund, continue to be administered by the County, and continue to be used for restoration projects and programs in the manner prescribed in the Ordinance and the Save Our Indian River Lagoon Project Plan; and

   b. The Save Our Indian River Lagoon Citizen Oversight Committee, as established in Ordinance No. 16-15, will continue to assist the County with annual plan updates and may review any proposed capital improvement, project, program, relevant science, performance data, audit or other matter presented to it by the Board of County Commissioners for a recommendation to the County Commission.

3. MUNICIPAL PERMITTING CONTINUING TO NOT BE RESTRICTED. Nothing in this Renewal or the Save Our Indian River Lagoon Project Plan shall be read to limit any municipal signatory's ability to obtain permits from the Florida Department of Environmental Protection, the St. John River Water Management District, or any other governing and/or permitting authority.

4. CONTINUING TOTAL MAXIMUM DAILY LOAD ("TMDL") CREDITS.

   a. Any and all TMDL credits accrued as a result of Surtax expenditures made shall continue to be distributed, to the extent permitted by law, between entities that have jurisdiction within the Florida Department of Environmental Protection (FDEP) Basin Management Action Plan (BMAP) watershed within which the project is located, and according to the following population-based distribution formula:

      i. The proportion for the county government shall be computed by dividing the sum of the unincorporated area population within the BMAP watershed where the project is located by the sum of the total population within that same BMAP watershed.

      ii. The proportion for each municipal government shall be computed by dividing the population of that municipality within the BMAP watershed where the project is located by the sum of the total population within that same BMAP watershed.

      iii. For the purposes of this section, from program inception until the census block data for the 2020 United States Census becomes

available, population shall be calculated using the population estimates of local governmental units in Florida as of April 1, 2016, as published by the University of Florida Bureau of Economic and Business Research. See **Exhibit A** attached hereto for TMDL credit distributions based on 2016 population estimates.

iv. When more recent census block data for the United States Census becomes available, and continuing thereafter, population shall be calculated by using the most recent census block data published by the United States Census Bureau.

b. Should a project use both Surtax monies and contributions made by other government entities, such as a city, all TMDL credits accrued for the project will be distributed pro rata in the same ratio as the entity's contribution to the total project cost, if allowed by law, or as otherwise agreed to by the contributing entities. The formula in 5.a.i. through 5.a.iv. applies only to the distribution of TMDL credits accrued by expenditure of Surtax monies.

c. Should expenditures be made with grant monies, cost share contracts or legislative appropriations, whichever entity applied for and received the additional funds shall be the recipient of the pro rata share of TMDL credits that accrue from the expenditure of such additional funds.

5. CONTINUING INTERLOCAL AGREEMENT. This Renewal is an interlocal agreement, as contemplated by Chapter 163, Part III, Florida Statutes, and other applicable law. This Renewal adopts, incorporates and ratifies the provisions of the Ordinance and the Original Agreement. It is governed by the laws of Florida.

6. MODIFICATION. This Renewal may be amended, supplemented or cancelled only by a written instrument duly executed by the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals on the day and year indicated next to the signature of their respective authorized representatives and this Renewal of the Interlocal Agreement shall take effect upon the date of execution by the last party to the Renewal of the Interlocal Agreement, the "last party" being defined as the authorized representative of the municipality whose city population will cause the total population of cities executing this agreement to exceed 50% of the total 2020 municipal population in the county, as that total is set forth in Exhibit A attached hereto.

ATTEST:

Rachel M. Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: _____
Thad Altman, Chair

As approved by the Board on May 19, 2026

**Cape Canaveral, Florida**
(Municipality)

Signed: _____
Typed Keith Touchberry
Title: City Manager
Date: _____

Attest: _____
Typed _____
Title: _____
Date: _____

**Cocoa, Florida**
(Municipality)

Signed: _____
Typed Michael C. Blake
Title: Mayor
Date: _____

Attest: _____
Typed _____
Title: _____
Date: _____

**Cocoa Beach, Florida**
(Municipality)

Signed: _____
Typed Name: Keith Capizzi
Title: Mayor
Date: _____

Attest: _____
Typed Name: _____
Title: _____
Date: _____

**Grant-Valkaria, Florida**
(Municipality)

Signed: _____
Typed: Lisette Kolar
Title: Mayor
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Town of Indialantic, Florida**
(Municipality)

Signed: _____
Typed Michael Casey
Title: Town Manager
Date: _____

Attest: _____
Typed _____
Title: _____
Date: _____

**Indian Harbour Beach, Florida**
(Municipality)

Signed: _____
Typed: John W. Coffey
Title: City Manager
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Malabar, Florida**
(Municipality)

Signed: _____
Typed: Lisa Morrell
Title: Town Manager
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Melbourne, Florida**
(Municipality)

Signed: _____
Typed: Jenni Lamb
Title: City Manager
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Melbourne Beach, Florida**
(Municipality)

Signed: _____
Typed: Alison Dennington
Title: Mayor
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Melbourne Village, Florida**
(Municipality)

Signed: _____
Typed: Susan Ditty
Title: Mayor
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**Palm Bay, Florida**
(Municipality)

Signed: _____
Typed Matthew Morton
Title: City Manager
Date: _____

Attest: _____
Typed _____
Title: _____
Date: _____

**Palm Shores, Florida**
(Municipality)

Signed: _____
Typed Charles Chambliss
Title: Mayor
Date: _____

Attest: _____
Typed _____
Title: _____
Date: _____

**Rockledge, Florida**
(Municipality)

Signed: _____
Typed Thomas J. Price
Title: Mayor
Date: _____

Attest: _____
Typed _____
Title: _____
Date: _____

**Satellite Beach, Florida**
(Municipality)

Signed: _____
Typed Name: Brittany Retherford
Title: City Manager
Date: _____

Attest: _____
Typed Name: _____
Title: _____
Date: _____

**Titusville, Florida**
(Municipality)

Signed: _____
Typed Name: Andrew Connors
Title: Mayor
Date: _____

Attest: _____
Typed Name: _____
Title: _____
Date: _____

**West Melbourne, Florida**
(Municipality)

Signed: _____
Typed: Andrea Young
Title: Mayor
Date: _____

Attest: _____
Typed: _____
Title: _____
Date: _____

**EXHIBIT A – DISTRIBUTION OF TMDL CREDITS**

**TABLE 1: CREDIT SHARE BASED ON 2016 POPULATION**

| City/Town | BRL A Population | BRL A Credit Split | BRL B Population | BRL B Credit Split | North A Population | North A Credit Split | North B Population | North B Credit Split | Central A Population | Central A Credit Split | Central SEB Population | Central SEB Credit Split |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Brevard County (Unincorporated)** | 1,402 | 100.0% | 68,711 | 63.0% | 6,402 | 19.2% | 25,606 | 25.6% | 46,777 | 21.5% | 3,521 | 82.0% |
| **Cape Canaveral** | 0 | 0.0% | 10,171 | 9.3% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Cocoa** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 9,793 | 9.8% | 0 | 0.0% | 0 | 0.0% |
| **Cocoa Beach** | 0 | 0.0% | 11,276 | 10.3% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Grant-Valkaria** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 3,299 | 1.5% | 774 | 18.0% |
| **Indialantic** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 1,181 | 1.2% | 1,630 | 0.7% | 0 | 0.0% |
| **Indian Harbour Beach** | 0 | 0.0% | 8,446 | 7.7% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Malabar** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 2,817 | 1.3% | 0 | 0.0% |
| **Melbourne** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 48,075 | 48.1% | 29,948 | 13.7% | 0 | 0.0% |
| **Melbourne Beach** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 3,076 | 1.4% | 0 | 0.0% |
| **Melbourne Village** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 666 | 0.3% | 0 | 0.0% |
| **Palm Bay** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 109,162 | 50.1% | 0 | 0.0% |
| **Palm Shores** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 979 | 1.0% | 0 | 0.0% | 0 | 0.0% |
| **Rockledge** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 13,941 | 14.0% | 0 | 0.0% | 0 | 0.0% |
| **Satellite Beach** | 0 | 0.0% | 10,485 | 9.6% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Titusville** | 0 | 0.0% | 0 | 0.0% | 26,881 | 80.8% | 272 | 0.3% | 0 | 0.0% | 0 | 0.0% |
| **West Melbourne** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 20,434 | 9.4% | 0 | 0.0% |

**TABLE 2: CREDIT SHARE BASED ON 2020 POPULATION**

| City/Town | BRL A Population | BRL A Credit Split | BRL B Population | BRL B Credit Split | North A Population | North A Credit Split | North B Population | North B Credit Split | Central A Population | Central A Credit Split | Central SEB Population | Central SEB Credit Split |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Brevard County (Unincorporated)** | 452 | 100.0% | 25,141 | 37.7% | 11,742 | 28.2% | 45,464 | 37.3% | 63,679 | 25.0% | 4,065 | 77.0% |
| **Cape Canaveral** | 0 | 0.0% | 9,972 | 14.9% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Cocoa** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 10,092 | 8.3% | 0 | 0.0% | 0 | 0.0% |
| **Cocoa Beach** | 0 | 0.0% | 11,354 | 17.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Grant-Valkaria** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 3,292 | 1.3% | 1,217 | 23.0% |
| **Indialantic** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 813 | 0.7% | 2,197 | 0.9% | 0 | 0.0% |
| **Indian Harbour Beach** | 0 | 0.0% | 9,019 | 13.5% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Malabar** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 2,949 | 1.2% | 0 | 0.0% |
| **Melbourne** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 48,461 | 39.8% | 32,855 | 12.9% | 0 | 0.0% |
| **Melbourne Beach** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 3,231 | 1.3% | 0 | 0.0% |
| **Melbourne Village** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 681 | 0.3% | 0 | 0.0% |
| **Palm Bay** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 119,760 | 47.0% | 0 | 0.0% |
| **Palm Shores** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 1,200 | 1.0% | 0 | 0.0% | 0 | 0.0% |
| **Rockledge** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 15,500 | 12.7% | 0 | 0.0% | 0 | 0.0% |
| **Satellite Beach** | 0 | 0.0% | 11,226 | 16.8% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| **Titusville** | 0 | 0.0% | 0 | 0.0% | 29,947 | 71.8% | 302 | 0.2% | 0 | 0.0% | 0 | 0.0% |
| **West Melbourne** | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% | 25,924 | 10.2% | 0 | 0.0% |

Exhibit C

## INTERLOCAL AGREEMENT

This Interlocal Agreement, was made and entered into this 23 day of AUG., 2016, by and between Brevard County, Florida ("County") and [Municipalities Here], all of which are political subdivisions of the State of Florida and collectively are referred to herein as "Parties."

## WITNESSETH

**WHEREAS,** it is critical that this interlocal agreement be executed by all parties on or before August 23, 2016 in order to meet the deadline set by the Supervisor of Elections for submitting ballot language; and

**WHEREAS,** the Board of County Commissioners of Brevard County, Florida, has been granted authority under Section 212.055(2)(a), Florida Statutes, to levy for a period of ten (10) years from the date of levy, a discretionary infrastructure sales tax of a one half cent, pursuant to ordinance enacted by a majority of the members of the Board of County Commissioners and approved by a majority of the electors of the County voting in a referendum on the surtax; and

**WHEREAS,** Section 212.055(2)(d)1., Florida Statutes, defines "infrastructure" to mean "[a]ny fixed capital expenditure or fixed capital outlay associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of 5 or more years, any related land acquisition, land improvement, design, and engineering costs, and all other professional and related costs required to bring the public facilities into service. For purposes of this sub-subparagraph, the term "public facilities" means facilities as defined in s. 163.3164(38), s.163.3221(13), or s. 189.012(5), regardless of whether the facilities are owned by the local taxing authority or another governmental entity; and

**WHEREAS,** Sections 163.3164(38), 163.3221(13), and 189.012(5), Florida Statutes all define the term "public facilities" to include parks and recreational facilities; and

**WHEREAS,** based upon Florida law, the County comprehensive plan, a 1987 EPA designation, and findings by the Florida Legislature, the Parties find that the Indian River Lagoon is a "public facility" as that term is defined in section 212.055(2), Florida Statutes; and

**WHEREAS,** the Parties see the urgent need to implement the "Save Our Lagoon Project Plan," with the aim to restore the Indian River Lagoon through financing, planning, constructing, maintaining, and operating capital improvements and capital maintenance projects and programs designed to improve water quality, fish, wildlife and marine habitat, remove muck and reduce pollution, as permitted under Section 212.055(2)(d)1., Florida Statutes; and

**WHEREAS,** such infrastructure projects are more equitably funded by revenue sources other than ad valorem taxation; and

**WHEREAS,** the Board of County Commissioners of Brevard County, Florida, has promulgated Brevard County Ordinance no. 16-15 ("the Ordinance") imposing a one half cent discretionary infrastructure sales tax for a period of ten (10) years from the date of levy, for the

# City of Titusville

"Gateway to Nature and Space"

REPORT

**To:** Members of the City Council

**From:** Thomas Abbate, City Manager

**Subject:** **Fiscal Year (FY) 2026 Road Resurfacing Project Change Order #2**

**Department/Office:** Public Works

**Recommended Action:**

Approve Change Order #2 to the Annual Resurfacing Contract with VA Paving of Cocoa, Florida, in the amount of $81,302.82 to adjust the contract to final project quantities. It is further recommended that City Council approve the associated budget amendment and authorize the Mayor to execute the change order.

**Summary Explanation & Background:**

At the November 11, 2025, City Council meeting, the City awarded Contract #CN26B003/LR to VA Paving for the resurfacing of approximately 7.13 miles of roadways throughout the City.

Because roadway conditions can vary, bid quantities for asphalt and related materials are estimated at the start of the project. Actual quantities are determined during construction based on field conditions and the amount of material needed to properly complete the resurfacing work.

Change Order #1, in the amount of $19,760, was previously approved to add a section of Pine Ridge Drive that had been omitted from the original resurfacing schedule.

Change Order #2 is needed to reconcile the contract quantities with the final quantities used during construction and to close out the project. The additional funding reflects the actual amount of asphalt and related work required to complete the resurfacing improvements.

It is recommended that City Council approve Change Order #2 to the Annual Resurfacing Contract with VA Paving of Cocoa, Florida, in the amount of $81,302.82 to adjust the contract to final project quantities. It is further recommended that City Council approve the associated budget amendment and authorize the Mayor to execute the change order.

**Alternatives:**

Do not award

**Item Budgeted:**
Yes

**Source/Use of Funds/Budget Book Page:**
Source: Capital Construction Roads & Streets 001-5555-541.63-10-RS2510 ($81,303)
Use: Repairs & Maintenance Roads & Streets 001-1510-541.46-01-RS2514 $81,303

**Strategic Plan:**
Goal 1: Quality of Life

**Strategic Plan Impact:**
This action will improve the roadway quality within the City.

**ATTACHMENTS:**
1. CO#2 VA Paving_FY26 Resurfacing
2. VA Paving, Inc - FY26 Annual Road Resurfacing - CN26B003LR - Contract
3. Road Resurfacing Area 1-3
4. BA - Road Resurfacing Pine Ridge Drive

# CHANGE ORDER APPROVAL FORM

*City of Titusville*
*Purchasing & Contracting Division*

*Post Office Box 2806*
*(555 South Washington Avenue)*
*Titusville, FL 32781-2806*
*(32796-3584)*

## CHANGE ORDER TYPE

☑ **CONTRACT** ☐ **WORK ORDER** ☐ **TASK ORDER** ☐ **PURCHASE ORDER**

| | | | |
|---|---|---|---|
| **CONTRACT/PO#:** | CN26B003/LR PO 21058 | **PROJECT NAME:** | |
| **CONTRACTOR:** | V. A. Paving Inc. | | Road Resurfacing Project FY26 |
| **ADDRESS:** | 2955 Lake Dr, Cocoa, FL 32926 | **CHANGE ORDER#:** | 2 |
| **PM:** | | **PM EMAIL:** | adam.mallard@vapaving.com |

By the signature affixed below, both the City and the Contractor agree to the following Contract work as per the Change Order stipulated herein. Upon proper execution of this document, the Consultant is hereby notified to commence work. All Change work stated below is hereby incorporated and made a part of the Contract identified above. And all the terms and conditions of said Contract are incorporated herein and in full force and effect while executing the Change work stipulated as follows:

**Reason for this Change Order:**

Mobilization, labor, equipment, and material for milling and resurfacing overages due to length and thickness differences outlined in attached proposal.

| | | | |
|---|---|---|---|
| TOTAL ORIGINAL CONTRACT/PO AMOUNT | | | 1,174,339.90 |
| ADDITIONAL TIME AND FUNDING OF PRIOR CHANGE ORDERS | | days; | 19,760.00 |
| ADDITIONAL TIME / AMOUNT FOR THIS CHANGE ORDER | | days; | 81,302.82 |
| | | Completion Date | |
| TOTAL CONTRACT/PO AMOUNT INCLUDING ALL CHANGE ORDERS | | $ | $ 1,275,402.72 |

## Contractor Approval

*(as applicable)*

| | | |
|---|---|---|
| Authorized Signature | | **Date:** |
| Printed Name | Title | |

## Staff Approval

| | | |
|---|---|---|
| **Dept. Head:** *(Can execute up to $14,999)* | | **Date:** |
| **PCA:** | | **Date:** |
| ( | | **Date:** |
| **City Manager Approval:** *(Can execute up to $25,000 OR Capital up to $50,000)* | *(City Seal as needed)* | **Date:** |
| **Mayor Approval:** *(As Authorized by Council)* | | **Date:** |
| **City Clerk:** *(Attest)* | | **Date:** |
| **Council Action:** *(as applicable)* | | **Date:** |

V.A. Paving, Inc.

P.O. Box 1046 • Cocoa, Florida 32923-1046 • (321) 636-2565 • FAX: (321) 631-4541 • www.vapaving.com

City of Titusville
Ashleigh Smith
City Engineer

RE: Milling and Resurfacing Overages - Change Order 2

The following proposal includes mobilization, labor, equipment, and material to perform operations for asphalt placement for the subject contract

| | | | | | |
|---|---|---|---|---|---|
| 3 | Milling - 1.5" | 5527 | SY | $2.65 | $14,647.74 |
| 4 | Milling - 5.0" | 579 | SY | $6.00 | $3,474.00 |
| 5 | Asphalt SP 9.5 | 554.2 | TN | $114.00 | $63,181.08 |
| | | | | Total | $81,302.82 |

See attached spreadsheet as backup documentation for the overages. These streets were field measured.

V.A. Paving Inc

Brandi Patterson
Project Manager

**ANNUAL RESURFACING AREAS (AREA #1):**

| STREET NAME | STATE | END | LENGTH | WIDTH | SF | SY | TONS |
|---|---|---|---|---|---|---|---|
| PALM AV N | SR 406/GARDEN ST | COLEMAN ST | 475 | 22 | 10450 | 1741 | 574.41 |
| COLEMAN ST | PALM AV | END | 395 | 20 | 7900 | 1053.56 | 87.97 |
| LEMON AV N | SR406/GARDEN ST | END | 481 | 22 | 10582 | 1052 | 85.00 |
| | | | | | | 2105.56 | 172.97 |

Palm Avenue North shall be an average 5" thick mill / resurface and overlay due to c

**ANNUAL RESURFACING AREAS (AREA#2):**

| STREET NAME | STATE | END | LENGTH | WIDTH | SF | SY | TONS |
|---|---|---|---|---|---|---|---|
| BUFFALO ROAD | US#1 | EAST END | 1905 | 20 | 38100 | 4876 | 407.15 |
| PLANT DRIVEWAY | END OF CUT | END OF CUT | 426 | 15 | 6390 | 710 | 59.29 |
| | | | | | | 5586 | 466.43 |

**ANNUAL RESURFACING AREAS (AREA#3):**

| STREET NAME | STATE | END | LENGTH | WIDTH | SF | SY | TONS |
|---|---|---|---|---|---|---|---|
| HEMLOCK LN | WHITE OAK DR | HICKORY HILL | 2479 | 22 | 54538 | 6313 | 500.00 |
| HEMLOCK CT | HEMLOCK LN | END | 415 | 22 | 9130 | 1245 | 45.00 |
| HICKORY LAKE CT | HEMLOCK LN | END | 864 | 22 | 19008 | 3115 | 260.10 |
| LOOKOUT CT | HEMLOCK LN | END | 138 | 22 | 3036 | 1102 | 92.02 |
| SLASH PINE CT | HEMLOCK LN | END | 851 | 22 | 18722 | 2632 | 25.00 |
| CHESTERFIELD CT | WHITE OAK DR | END | 881 | 22 | 19382 | 2532 | 223.00 |
| INDIAN HILL CT | STARWOOD LN | END | 626 | 20 | 12520 | 1936 | 140.00 |
| STARWOOD LN | LONGWOOD CT | WHITE OAK D | 499 | 20 | 9980 | 1296 | 235.00 |
| APPLEWOOD DR | HICKORY HILLS BLVI | HICKORY HILL | 1349 | 20 | 26980 | 3276 | 270.00 |
| BAYWOOD DR | HICKORY HILLS BLVI | CHERRYWOO | 820 | 20 | 16400 | 2045 | 160.00 |
| CHERRYWOOD LN | HICKORY HILLS BLVI | End | 2019 | 22 | 44418 | 4064 | 320.00 |
| DRIFTWOOD DR | HICKORY HILLS BLVI | HICKORY HILL | 1450 | 22 | 31900 | 3545 | 285.00 |
| HICKORY HILL CT | HICKORY HILLS BLVI | END | 289 | 22 | 6358 | 949 | 100.00 |
| LONGWOOD CT | END | STARWOOD L | 641 | 20 | 12820 | 1936 | 130.00 |
| WHITE OAK LN | HICKORY HILLS BLVI | END | 1725 | 20 | 34500 | 4278 | 350.00 |
| MILA ST | CHERRYWOOD LN | LONGWOOD | 269 | 22 | 5918 | 636 | 50.00 |
| HICKORY HILLS BLVD | SR50 | SATTERFIELD | 6016 | 22 | 132352 | 7784 | 649.96 |
| GROVEWOOD LN | HICKORY HILLS BLVI | HICKORY HILL | 3704 | 22 | 81488 | 8946 | 746.99 |
| MULBERRY DR | HICKORY HILLS BLVI | END | 1189 | 20 | 23780 | 2640 | 220.44 |
| KELLEY ST | HICKORY HILLS BLVI | HICKORY HILL | 1042 | 22 | 22924 | 2525 | 210.84 |
| BRAMBLEWOOD LN | GROVEWOOD LN | GROVEWOOD | 882 | 20 | 17640 | 2140 | 178.69 |
| TEAKWOOD ST | HICKORY HILLS BLVI | GROVEWOOD | 660 | 20 | 13200 | 1577 | 131.68 |
| ELMWOOD CT | HICKORY HILLS BLVI | END | 360 | 20 | 7200 | 1136.89 | 94.93 |
| SANDALWOOD LN | GROVEWOOD LN | END | 1987 | 22 | 43714 | 5640 | 470.94 |
| COTTONWOOD DR | GROVEWOOD LN | HICKORY HILL | 873 | 20 | 17460 | 2126 | 177.521 |
| SATTERFIELD RD | SR 405 | HICKORY HILL | 1916 | 22 | 42152 | 10267 | 857.2945 |
| | | | | | | 85681.89 | 6924.41 |

| | |
|---|---|
| | 5" |
| SY | 1741 |
| Tons | 574.41 |
| | |
| | 1.5" |
| SY | 93373.45 |
| Tons | 7563.81 |

# INTERNAL ROUTING SLIP

*City of Titusville*
*Purchasing & Contracting Division*

*Post Office Box 2806*
*(555 South Washington Ave)*
*Titusville, FL 32781-2806*
*(32796-3584)*

**CONTRACTOR NAME:** VA Paving Inc
**CONTRACT NAME:** Road Resurfacing Project FY26
**CONTRACT NUMBER:** CN26B003LR CO# 1

| **FROM:** Leslie Rothering | **PHONE:** 3698 |
|---|---|

**** FOR ROUTING PURPOSES ONLY ****

| DATE: | TO: | ACTION REQUIRED: | INITIALS: |
|---|---|---|---|
| 2.24.26 | Tom Abbate/ City Manager | Sign | TA |
| **REMARKS:** Please see attached CO# 1 to Contract CN26B003LR. Please sign and have the City Clerk attest it. Thank you. | | | |

| DATE: | TO: | ACTION REQUIRED: | INITIALS: |
|---|---|---|---|
| | | | |
| **REMARKS:** | | | |

| DATE: | TO: | ACTION REQUIRED: | INITIALS: |
|---|---|---|---|
| | | | |
| **REMARKS:** | | | |

**↓ FOR PURCHASING & CONTRACTING PURPOSES ↓**

**Please refer to top of this form for Contractor Name, Contract Name, and Contract Number**

Scan to Active Contracts: _____ (Active Contract Status) Scanned By: _____ (Initial) Do not Scan: X

Scan to ERP system & Bid file (no contract): _____

Date Scanned to Laserfiche: _____

**↓Other Laserfiche Metadata to complete Purchasing Contract Template↓**

Contract Type: Department for Contract:

Contract End Date: Contract Date of Award:

Date Contract Executed: Contract Project Number:

Number of Renewal Options: Contract Grant Funding:

Contractor Contact Name: Contract Capital:

Contractor Address:

Contractor Contact Email:

Description:

# CHANGE ORDER APPROVAL FORM

City of Titusville
Purchasing & Contracting Division

Post Office Box 2806
(555 South Washington Avenue)
Titusville, FL 32781-2806
(32796-3584)

## CHANGE ORDER TYPE

☑ CONTRACT ☐ WORK ORDER ☐ TASK ORDER ☑ PURCHASE ORDER

| | | | |
|---|---|---|---|
| **CONTRACT/PO#:** | CN26B003/LR/ PO 21058 | **PROJECT NAME:** | Road Resurfacing Project FY26 |
| **CONTRACTOR:** | V A Paving Inc | | |
| **ADDRESS:** | 2955 Lake Dr, Cocoa, FL 32926 | **CHANGE ORDER#:** | 1 |
| **PM:** | Adam Mallard | **PM EMAIL:** | adam.mallard@vapaving.com |

By the signature affixed below, both the City and the Contractor agree to the following Contract work as per the Change Order stipulated herein. Upon proper execution of this document, the Consultant is hereby notified to commence work. All Change work stated below is hereby incorporated and made a part of the Contract identified above. And all the terms and conditions of said Contract are incorporated herein and in full force and effect while executing the Change work stipulated as follows:

**Reason for this Change Order:**

This change order is to add the replacement of Pine Ridge Drive from Central Lane to the end of the right-of-way.

| | | | |
|---|---|---|---|
| TOTAL ORIGINAL CONTRACT/PO AMOUNT | | | 1,174,339.90 |
| ADDITIONAL TIME AND FUNDING OF PRIOR CHANGE ORDERS | | days; | |
| ADDITIONAL TIME / AMOUNT FOR THIS CHANGE ORDER | | days; | 19,760 |
| | | Completion Date | |
| TOTAL CONTRACT/PO AMOUNT INCLUDING ALL CHANGE ORDERS | | $ | $ 1,194,069.90 |

**Contractor Approval** *(as applicable)*

Debra Mallard — Authorized Signature

| Printed Name | Title | Date: |
|---|---|---|
| Debra Mallard | President | 2/22/26 |

**Staff Approval**

| | | |
|---|---|---|
| **Dept. Head:** *(Can execute up to $14,999)* | | Date: 2-16-26 |
| **PCA:** | Kristie Kokkering | Date: 2-17-26 |
| **City Attorney:** *(Approved as to form) (as applicable)* | N/A | Date: |
| **City Manager Approval:** *(Can execute up to $25,000 OR Capital up to $50,000)* | | Date: 24 FEB 26 |
| **Mayor Approval:** *(As Authorized by Council)* | N/A | Date: |
| **City Clerk:** *(Attest)* | Wanda F Wells *(City Seal as needed)* | Date: |
| **Council Action:** *(as applicable)* | | Date: |

V.A. Paving, Inc.

P.O. Box 1046 • Cocoa, Florida 32923-1046 • (321) 636-2565 • FAX: (321) 631-4541 • www.vapaving.com

January 8, 2026

City of Titusville
Ashleigh Smith
City Engineer

RE: Pine Ridge Dr. - Change Order

The following proposal includes up to mobilization, labor, equipment, and material to perform operations for asphalt placement for the subject project.

| | | | | | |
|---|---|---|---|---|---|
| **Asphalt** | | | | | |
| Asphalt Standard-1.5" of SP 9.5.5 TLC (52-28 35% RAP) | 25 TN | @ | $450.00 | TN | $11,250.00 |
| Mill - 1.5" | 293 SY | @ | $20.00 | SY | $5,860.00 |
| Mobilization | 1 LS | @ | $2,650.00 | LS | $2,650.00 |
| | | | **Total** | | **$19,760.00** |

- Proposal includes milling and paving the section of Pine Ridge Dr. in the figure below.
- Road to be paved is not adajcent to contract work areas, which is why contract unit costs can not be applied to this portion of work.



V.A. Paving Inc

Jamie Bell
Estimator

— Equal Opportunity Employer —

# INTERNAL ROUTING SLIP

*City of Titusville*
*Purchasing & Contracting Division*

*Post Office Box 2806*
*(555 South Washington Ave)*
*Titusville, FL 32781-2806*
*(32796-3584)*

**CONTRACTOR NAME:** VA Paving, Inc
**CONTRACT NAME:** FY 26 Annual Road Resurfacing
**CONTRACT NUMBER:** CN26B003LR

| **FROM:** Leslie Rothering | **PHONE:** 3698 |
|---|---|

**** FOR ROUTING PURPOSES ONLY ****

| DATE: | TO: | ACTION REQUIRED: | INITIALS: |
|---|---|---|---|
| 11.18.25 | Andriene Treasure/ City Attorney | Review and Sign | |
| **REMARKS:** Please see attached Contract CN26B003LR. Please sign and return it to my attention. Thank you. | | | |

| DATE: | TO: | ACTION REQUIRED: | INITIALS: |
|---|---|---|---|
| 12.11.25 | Tom Abbate / City Manager | Sign | TA |
| **REMARKS:** Please see attached Contract CN26B003LR. Please sign & have Mayor sign & City Clerk attest it. Thank you. | | | |

| DATE: | TO: | ACTION REQUIRED: | INITIALS: |
|---|---|---|---|
| | | | |
| **REMARKS:** | | | |

**↓ FOR PURCHASING & CONTRACTING PURPOSES ↓**

**Please refer to top of this form for Contractor Name, Contract Name, and Contract Number**

Scan to Active Contracts: _____ (Active Contract Status) Scanned By: _____ (Initial) Do not Scan: X

Scan to ERP system & Bid file (no contract): _____

Date Scanned to Laserfiche: _____

**↓Other Laserfiche Metadata to complete Purchasing Contract Template↓**

Contract Type:

Department for Contract:

Contract End Date:

Contract Date of Award:

Date Contract Executed:

Contract Project Number:

Number of Renewal Options:

Contract Grant Funding:

Contractor Contact Name:

Contract Capital:

Contractor Address:

Contractor Contact Email:

Description:

**FY 26 ANNUAL ROAD RESURFACING**
**Construction Contract # CN26B003/LR**

**This Contract** made and entered into this 12th day of Dec 20 25, between the City of Titusville, Florida, a municipal corporation of the State of Florida, hereinafter referred to as the "City" or "Owner", and "V.A. Paving, Inc. Inc.", hereinafter referred to as the "Contractor".

**Whereas**, pursuant to all City Purchasing & Contracting policies, statutory requirements, and federal laws applicable, the City has competitively bid and advertised the Work titled "**Bid # CN26B003/LR, FY 25 FY26 Annual Road Resurfacing Project**"; and,

**Whereas**, the City desires to engage a licensed, qualified, and experienced Contractor who has special and unique competency in road resurfacing projects; and,

**Whereas**, the Contractor represents that it is duly licensed, and it has such competence and experience in providing these services; and,

**Whereas**, the City in reliance on such representations has selected the Contractor in accordance with the requirements of law; and,

**Whereas**, at the regular City Council meeting of November 11, 2025, the award of this contract was duly considered and approved; and,

**Whereas**, the City and the Contractor desire to reduce to writing their understanding and agreements on such.

**It is, therefore agreed as follows:**

1. **DESCRIPTION OF WORK:** The Contractor shall furnish all supervision, labor, materials, supplies, tools, equipment and transportation necessary to perform and satisfactorily complete contract work shown on the Drawings and Specifications for this project. In addition, all work shall be performed in accordance with the contract documents, including Addenda (if any) and written modifications issued after execution of this agreement and as directed by the Project Manager in accordance with the expressed or obvious intent of the Contract hereinafter called Contract Documents, "**CN26B003/LR, FY 26 ANNUAL ROAD RESURFACING PROJECT.** Any Federal, State, or Local regulatory requirements shall apply and be followed by the Contractor and any Subcontractor, to include but not limited to FDOT Specifications for Road & Bridge Construction.

2. **CONTRACT DOCUMENTS:** The Contract Documents on which this agreement between the City and Contractor is based, which contains the plans and specifications in accordance with which the work is to be done, are attached, and incorporated as if fully set out herein and include the following:

   A. The standard solicitation book and specifications titled "**CN26B003/LR, FY 26 Annual Road Resurfacing Project**" which is attached hereto as **Exhibit 1** and includes the following:

| | |
|---|---|
| 1. Notice to Bidders | 2. Non-collusion Affidavit Form |
| 3. Instruction to Bidders | 4. Release of Lien (Partial/Final) Form |
| 5. Price proposal Form | 6. Bidder Qualification Questionnaire |
| 7. Affidavit | 8. General Conditions |
| 9. Scope of Services | 10. Specifications/Drawings |
| 11. Public Entity Crime Form | 12. Form of Non-Collusion Affidavit |
| 13. Certificate-Contract Execution | 14. Foreign Disclosure Form |
| 15. Certification of Bidder Regarding EEO | 16. E-Verify |
| 17. Certificate Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion | 18. Copy of Business Tax Receipt & State of Florida Registration |
| 19. Certification Regarding Lobbying | 20. Scrutinized Companies |
| 21. Drug-Free Workplace Form | 22. Human Trafficking Affidavit |

   B. Plans and specifications as provided by Kevin Cook.

   C. Contractor's bid submittal October 28, 2025 attached hereto as Exhibit 2 with all related documents, addenda if any, and other documents listed in the Contract Documents, and written modifications issued after execution of this Contract, if any.

   D. This Construction Contract.

      i. INTENT: The Scope of Work is an integrated part of the Contract Documents and as such do not stand alone if used independently. These documents establish minimum standards of quality for the Contract. The intent of the Contract Documents is to set forth requirements of performance. It is also intended to include all supervision, labor, materials, equipment, tools, and transportation necessary for the proper execution of the Work, to require complete performance of the Work despite omission of specific reference to any minor

component part and to include all items necessary for the proper execution and completion of the Work by the Contractor. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

ii. ENTIRE AND SOLE AGREEMENT: Except as specifically stated herein, the Contract Documents constitute the entire agreement between the parties and supersede all other agreements, not specifically set forth in the Contract Documents. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in the Contract Documents.

iii. AMENDMENTS: The parties may modify this Contract at any time by written agreement. Neither the Contract Documents nor any term thereof may be changed, waived, discharged, or terminated orally, except by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge, or termination is sought.

3. **COMPENSATION AND PAYMENTS:** For satisfactory performance of the Work, the City will pay the Contractor the total sum of one million one hundred seventy-four thousand three hundred thirty-nine dollars and ninety cents. ($1,174,339.90). Payment shall be made for all Work completed by the Contractor during each calendar month which has been accepted by the City and properly documented. Payments shall not be made for Work deemed incomplete or deficient by the City Project Manager. At the end of each month the Contractor shall submit an invoice with supporting documentation of all Work completed for that month, to the Project Manager for approval and payment.

The City shall make partial payments to the Contractor on the basis of a duly certified and approved Pay Application, also referred to as invoice, for the Work performed during the preceding calendar month by the Contractor, **less five percent (5%)** of the amount of such pay application request which is to be retained by the City until all Work has been performed strictly in accordance with the Contract and until such Work has fully been accepted by the City.

When Contract Time is approaching Substantial Completion, a pre-final inspection shall be conducted. Within 30 calendar days after reaching substantial completion, the City shall generate a single list (Punchlist) of items required to render complete, satisfactory, and acceptable the construction services purchased by the City. The Contractor will enter the estimated cost to complete each item on the list and return to the City within ten (10) calendar days. The City reserves the right to modify costs, as deemed reasonable, and finalize the Punchlist within five (5) calendar days.

Within twenty (20) business days after developing the Punchlist, and after receipt of a proper invoice or payment request, the City will pay the Contractor the remaining balance of the Contract, including all remaining retainage withheld by the City pursuant to Section 255.078, Florida Statutes, less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the list.

Upon the City's acceptance of the Work covered by this Contract and the receipt and acknowledgment by the City of a proper maintenance bond and as built plans, and submission by the Contractor, of evidence satisfactory to the City that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the Work have been paid in full, and also, after all guarantees that may be required are provided, final payment (for retainage duly invoiced) on account of this Contract shall be made within twenty-five (25) days after receipt of a proper pay application request by the City's Project Manager, pursuant to the Prompt Payment Act (Section 218.735 of the Florida Statutes) and all general conditions hereof.

A. **CLAIMS** – Claims arising from changes or revisions made by the Contractor at the City's request shall be presented to the City before Work starts on the changes or revisions. If the Contractor deems that extra compensation is due for Work not covered herein, or in any Supplemental Agreement, the Contractor shall notify the City in writing of its intention to make claim for extra compensation before Work begins on which the claim is based. If such notification is not given and the City is not afforded by the Contractor a method acceptable to the City for keeping strict account of actual cost, then the Contractor hereby waives its request for such extra compensation. The City is not obligated to pay the Contractor if the City is not notified as described above. The Contractor may refuse to perform the additional Work requested by the City until

the parties execute an appropriate Contract. Such notice by the Contractor and the fact that the City has kept account of the costs as aforesaid shall not in any way be construed as providing the validity of the claim.

B. **RELEASES** – When it is determined, as a result of a joint inspection of the Work by the Contractor and City, that the Work has been completed in accordance with the terms of the Contract Documents, the completion of the Work shall be certified by the City. At that time, the Contractor may submit the Contractor's final request for payment. Prior to final payment, the Contractor shall execute and deliver to the City a Contractor's Affidavit and Release of Claim for all claims against the City arising under or by virtue of the Contract. Also, from each supplier or subcontractor who has notified the City of their right to file a claim (Notice to City) or who is listed in the Contractor's Affidavit and Release of Claim as an unpaid potential claimant, a Claimant's Sworn Statement of Account, executed by the supplier or subcontractor, must be attached to each request for payment.

The Purchasing & Contracting Administrator shall be the final authority as to the appropriateness of any payment submittal. The Purchasing & Contracting Administrator's decisions on payment matters shall be made in accordance with the word of the contract, City policies, and legal requirements.

C. Appeals – Appeals of the Purchasing & Contracting Administrator's decisions shall be posted as follows:

City Manager
City of Titusville
P.O. Box 2806
Titusville, FL 32781-2806

The Contractor agrees to an administrative hearing within the scope of the contract.

4. **CHANGE ORDERS:** The City reserves the right to make such changes in the Plans and/or Specifications within the general scope of the Contract at any time by written Change Order in accordance with the General Conditions of the solicitation book.

The City Manager or designee is authorized to approve Change Order(s) provided that the amount(s) of such Change Order(s) do not increase the authorized contract amount. Furthermore, for any Change Order(s) that will increase the authorized contract amount, the City Manager is authorized to approve, whichever is greater, up to $25,000.00 or ten percent (10%)

of the latest contract amount, not to exceed $50,000.00, provided that sufficient budgeted funds are available for this project.

5. **PROJECT SCHEDULE/TIME OF COMPLETION:** The Contractor shall commence Work to be performed under this Contract upon receipt of written Notice to Proceed from the City's Project Manager. The Contractor shall begin the Work and shall fully complete the Work in accordance with the Contract documents, 120 days to substantial and 30 days to final, after the commencement date stipulated in said written notice and as set forth in the contract award.

The Contractor shall perform all Work under this Contract in a timely manner consistent with the assignment schedules as mutually agreed upon by the City and the Contractor. No extension of time shall be valid unless given in writing by the City. No monetary compensation shall be given for such delay.

A delay beyond the Contractor's control may entitle the Contractor to an extension of time in which to complete the Work as determined by the City provided, however, the Contractor shall immediately give written notice to the City of the cause of such delay. Contract time shall not be extended for "Rain Day" delays. The City will continually monitor the effects of weather, and when found justified, the City will require the Contractor to submit a request for additional time due to the effects of weather. The City will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions related to adverse soil conditions that prevent the Contract from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal workday on pre-determined controlling work items; or
2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect: and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items. No additional compensation will be made for delays caused by the effects of inclement weather.

"Rain day" requests must be submitted at the end of each work week or be waived, and the cumulative "rain day" extensions granted shall be processed as a Change Order with each pay submittal.

The City shall have the authority to suspend the Work wholly or in part, for such periods

as may be deemed necessary and for whatever cause, by sending written notice of suspension to the Contractor. If the Contractor or the City shall become aware of any condition that may be cause for suspension of the Work, they shall immediately advise the concerned parties of such condition. The Contractor shall not suspend operations under the provisions of this paragraph without the City's written permission. In the event the City suspends the Work, the Contractor shall be granted an extension of time to complete the Work for as many calendar days as the Work was suspended; except that the Contractor will not be granted an extension of time to complete the Work if the suspension was caused by a fault of the Contractor.

6. **LIQUIDATED DAMAGES:** It is mutually agreed that time is of the essence in this Contract and should the Contractor fail to complete the Work within the specified time within the Notice to Proceed, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the City will retain the amount of $1,174 per consecutive calendar day as fixed, agreed, and liquidated damages for each calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the City will have sustained by failure of the Contractor to complete the Work within the specified time, it being further agreed that the said sum is not a penalty, but is the stipulated amount of damages sustained by the City in the event of such default by the Contractor.

   For the purpose of this Section, the day of final acceptance of the Work shall be considered a day of delay, and the scheduled day of completion of the Work shall be considered a day scheduled for production.

   The Contractor shall consider all contingent Work which has to be done by other parties, arising from any cause whatsoever, and shall not plead their want of knowledge of said contingent Work as an excuse for delay in their Work, or for the non-performance.

   Permitting the Contractor to continue and finish the Work or any part of it after the expiration of the number of calendar days allowed for completion or after any extension of time, shall in no way operate as a waiver on the part of the City of its rights under this Contract. In case of default of the Contract and the completion of the Work by the City as hereinafter provided, the Contractor and their Surety shall be liable for the liquidated damages under the Contract; but no liquidated damages shall be assessed for any delay in the final completion of the Work by the City due to any unreasonable action, negligence, omission, or delay of the City.

If any suit for the collection of, or involving the assessment of liquidated damages, the reasonableness of the amounts stipulated in the foregoing calculations shall be presumed. The liquidated damages referred to herein are intended to be and are accumulative and shall be in addition to every other remedy now or hereafter enforceable by law, in equity, by Statute, or under the Contract.

7. **CONTRACTOR'S ACCEPTANCE OF CONDITIONS:** The Contractor hereby agrees that they have carefully examined the surface of the site and has made sufficient tests or other necessary subsurface investigations to fully satisfy themself that such site is a correct and suitable one for this Work and they assume full responsibility, therefore. The provisions of this Contract shall control any inconsistent provision contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the Work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the City than against the Contractor and their Surety.

   Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the City's Engineer, and their decision shall be final and binding the Contractor.

   It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the Work or material by the City, its consulting Engineer/Architect or by any agent or representative as in compliance with the terms of the Contract and/or the Drawings, and Specifications covering said Work, shall not operate as a waiver by the City of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said Work; and the City may require the Contractor and/or their Surety to repair, replace, restore and/or make to comply strictly with this Contract and the Drawings and Specifications any and all of said Work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such Work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guaranteed provisions. Failure on the part of the Contractor and/or their Surety, immediately after notice to either, to repair or replace any such defective materials and Workmanship shall entitle the City, if it sees

fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the Contractor and/or their surety, who shall in any event be jointly and severally liable to the City for all damage, loss and expense caused to the City by reason of the Contractor's breach of this Contractor and/or their failure to comply strictly with the Contract and with the Drawings and Specifications.

8. **PROJECT MANAGER:** The City shall designate a Project Manager. All Work done shall be subject to the review of the City's Project Manager or designee. Any and all technical questions, which may arise as to the quality and acceptability of materials furnished, work performed or work to be performed, interpretation of the specified requirements and all technical questions as to acceptable fulfillment of the Contract on the part of the Contractor shall be referred to the Project Manager who will resolve such questions.

   The Work shall be subject at all times to review by the City. The City shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed review. The City shall not be responsible for the acts or omissions of the Contractor. Any changes to the scope of work or any deviations from the contract documents must be approved in writing through the Project Manager and Purchasing & Contracting Administrator.

9. **CONTRACTOR'S DUTY & PERFORMANCE:** Contractor's services will meet the minimum level of care and skill ordinarily used by members of Contractor's occupation/profession performing the type of services provided herein within the State of Florida.

   Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over assembly means, methods, techniques, sequences, and procedures, and coordinating all portions of the Work under this Contract, unless the Contract Documents give other specific instructions concerning these matters.

   Failure to fully perform to the requirements specified herein in an effective and timely fashion will be unacceptable to the City and upon notice from the Project Manager or designee, the Contractor agrees to implement immediate corrective measures.

   Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary

for the proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work.

Unless otherwise provided in the Contract Documents, Contractor shall pay all sales, use, and other similar taxes.

Contractor shall hold and maintain at all times during the term of this Contract all federal, state, and local licenses necessary to perform the Work under the Contract.

Cleanup - The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or Work. At the completion of the Work, the Contractor shall remove all their rubbish, tools, scaffolding and surplus materials and shall leave the work area "broom clean" or its equivalent, unless more exactly specified, and shall insure that all debris and other unsightly objects are removed and disposed of in a satisfactory manner. At no additional expense to the City, the Contractor will restore to their original conditions or better, as nearly as practicable, those portions of the site not designated for alteration and all such property, structure, utilities, landscaping, etc., disturbed or damaged during the prosecution of the Work. Final payment will be withheld until such clean up and repairs are completed.

The Work will be considered complete only after all debris and unused material due to or connected with the Work have been removed and the surrounding area left in a condition satisfactory to the City. In the event the City finds that the Contractor has not complied in keeping the job site clean, the City may, after twenty-four (24) hours written notice to the Contractor to correct the situation, elect to have the job site cleaned by an independent labor force. The cost of cleaning by said independent labor force shall be deducted from the monies due the Contractor.

10. **GUARANTEE:** Contractor warrants all services provided and work performed for a period of not less than one (1) year from the contract completion date. Contractor shall provide the standard manufacturers' warranties for the equipment furnished under this contract. The making of the final payment by the City to the Contractor shall not relieve the Contractor of any warranty responsibilities.
11. **CONTRACTOR'S RESPONSIBILITY FOR WORK:** Until acceptance of Work by the City, the Work shall be under the charge and care of the Contractor, and he shall take every necessary precaution against damage to the Work by action of the elements or form any other cause whatsoever, whether arising from execution or from the non-execution of the Work. The

Contractor shall reprint, repair, restore, and make good, without additional compensation, all damage to any portion of the Work occasioned by any cause, other than the sole and active negligence of the City, before its completion and acceptance.

Materials and equipment shall be stored so as to incur the preservation of their quality and fitness for the Work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials and equipment shall be located so as to facilitate prompt inspection.

**12. UNCONTROLLABLE CIRCUMSTANCES ("FORCE MAJEURE"):**

Contractor shall not be subject to any liability for failure to carry out any of the terms of this Contract to the extent that such failure shall be due to a Force Majeure event, as defined herein. Contractor shall not be relieved from liability for failures that are due to a Force Majeure event that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact of such event. Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the Contractor claiming Force Majeure: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the state of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the Contractor claiming Force Majeure. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

**13. SUBCONTRACTS AND ASSIGNABILITY:** The Contractor shall not assign any interest in the Contract and shall not transfer any interest in the same without the prior written consent of the City. Any subcontracts or other work which is performed by persons or firms other than the Contractor under this Contract or any work orders shall have prior written approval of the City. Any subcontracts, outside associates, or other Contractors required by the Contractor in connection with services covered by this Contract must be specifically approved by the City, thereby:

A. Thereby approval will be given only after the Surety on the Contract Bond has informed the City in writing that it approves of such assignment being made.

B. In the event the Contractor shall undertake to assign all or any part of any monies due or to become due under the Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any of such monies shall be subject to the prior liens of all persons for services rendered or materials supplied for the performance of all Work embraced by the Contract.

14. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees of the City. Contractor shall have the right to control and direct the means and methods by which the Work is accomplished. Contractor may perform services for others, which solely utilize Contractor's facilities and do not violate any confidentiality requirements of this Contract. Contractor is solely responsible for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties with respect to Contractor, its officers, agents, and employees, shall include, but limited to:

A. Providing Worker's Compensation coverage for employees as required by law; and

B. Hiring of any employees, assistants, or subcontractors necessary for performance of the Work; and

C. Providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; and

D. Payment of all federal, state, and local taxes income, or employment taxes, if Contractor is not a corporation, self-employment, Social Security taxes; and

E. Compliance with the Fair Labor Standards Act, 29U.S.C. §§201. Et. Seq., including payment of overtime in accordance with the requirements od said Act; and

F. Providing employee training for all functions necessary for performance of the Work; and

G. Providing equipment and materials necessary to the performance of the Work; and

H. Providing office or other facilities for the performance of the Work.

In the event the City provides training, equipment, materials, or facilities or otherwise facilitates performance of the Work, this shall not affect any of the Contractor's duties hereunder or alter Contractor's status as an independent contractor.

15. **PROTECTION OF PERSON AND PROPERTY:** The Contractor shall exercise precaution at all times for the protection of persons and property. The Contractor and all subcontractors shall strictly comply with all safety provisions of all applicable laws and ordinances and shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work in accordance with the U.S. Department of Labor Occupational Safety and Health Act and the laws of the State of Florida. Failure to comply with the Act constitutes a failure to perform on behalf of the Contractor. This Contract requires that the Contractor and any subcontractors hired by the Contractor agree to reimburse the City for any fines and/or court cost arising from penalties charged to the City for violations of OSHA committed by the Contractor or any subcontractor.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, all employees on the Work and all other persons who may be affected thereby; all the Work materials and equipment to be incorporated therein, whether in storage on or off the project site or adjacent thereto, including vehicles and equipment therein, trees, shrubs, lawn, walks, pavements, structures, and utilities including, but not limited to, fire hydrants, swales, gutters, sewer inlets, drainage ditches, etc. Contractor shall insure that its contract Work does not impair the proper functioning of these utilities.

The Contractor shall perform any Work and shall furnish and install materials and equipment necessary during an emergency endangering life or property. In all cases, the Contractor shall notify the City Project Manager of the emergency as soon as practicable but shall not wait for instruction before proceeding to properly protect both life and property.

The City has the right to order the Contractor to discontinue hazardous work practices upon verbal or written notice. It is required that the Contractor keep and maintain all necessary protective devices in place and in proper condition at all times where Work is being performed, to prevent injury to person or damage to public or private property.

The Contractor shall be held responsible for such safety and protection until final written acceptance of the Work is issued by the City.

**16. INDEMNIFICATION & INSURANCE:**

**INDEMNIFICATION -** For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor, including but not limited to the Contractor's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter Contractor) hereby agrees to indemnify, hold harmless and defend the City of Titusville, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter City) against any and all liability, loss, cost damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Contractor in the execution, performance or non-performance or failure to adequately perform Contractor's obligation pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

In addition, Contractor shall indemnify, defend and hold harmless City against all liability, costs, expense, expert witnesses' fees, attorney's fees of an attorney chosen or approved by the City, claims, losses or damages that the City may incur arising from the following:

1. A violation by Contractor of any applicable federal, state or local law, rule or regulation including, without limitation, performance conditions in this Agreement.

2. Any penalty or fine incurred by or assessed against City to the extent caused by any act of the Contractor;

3. Any injury, illness, disease, death or other harms suffered or incurred by any employee of Contractor, resulting from the failure of Contractor to comply with applicable health and safety procedures, regardless of whether or not the entity involved has adopted OSHA or EPA safety and health protocols and procedures;

4. Any patent or copyright infringement by Contractor;

5. Any lien or other claim by contractor inconsistent with this Agreement;

6. Any obligation of City resulting from Contractor's errors, omissions or breach of obligation.

17. **INSURANCE** - The Contractor shall not commence Work under this Contract until he has obtained and provided insurance of the character specified in the Contract Documents and in such amounts that will provide adequate protection to the City and the Contractor against all Liabilities, damages, and accidents, nor shall he commence Work until such insurance has been approved by the City. The Contractor shall not allow any Subcontractor to commence on their subcontract until all insurance required of the subcontract has been obtained and approved in the same manner. Neither the approval by the City nor a failure to disapprove insurance furnished by the Contractor or Subcontractor release the Contractor or Subcontractor of full responsibility for liability, damages, or accidents.

The Contractor and each Subcontractor shall maintain such required insurance during the life of the Contract, and no modification or change of insurance coverage and/or provision shall be made without thirty (30) days advance notice to the City. Coverage shall be as follows:

1) Commercial General Liability Insurance coverage on an occurrence basis in the minimum amount of $1,000,000 per occurrence and $2,000,000 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury and advertising liability and medical payments. The City shall be named as an Additional Insured.

2) Auto Liability Insurance, covering all vehicles, owned or otherwise, used in connection with this contract, with a minimum combined single limit of $1,000,000, including hired and non-owned liability and $25,000 medical payment.

3) Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor(s) to provide evidence of this coverage. Workers' Compensation exemption forms are only accepted for independent contractors and sole proprietorships that perform the work or services required of the City themselves, they shall not have employees or sub-contract the work to other entities or individuals. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all

subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable. All workers' compensation policies must include coverage for employer liability of $500,000 for each accident and each disease.

4) In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy (Errors and omissions, Directors and Officers, Architect and Engineers, Etc.) in the amount of $2,000,000 per claim.
5) In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.
6) In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the City as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

**18. BONDS:**

A. **PERFORMANCE AND PAYMENT BONDS** – Pursuant to stipulations hereto, a performance and payment bond, on the prescribed form and equal to 100% of the contract amount will be required for this Contract prior to any commencement of Work.

B. **MAINTENANCE BOND** – A maintenance bond, equal to ten percent (10%) of the final contract amount will be required pursuant to the Contract Documents hereto in form acceptable to the City Attorney

C. **ADDITIONAL BONDS** – It is further agreed between the parties hereto, that if at any time after the execution of this Contract and the Performance Bond hereto attached for its faithful performance, the City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, within five (5) days after receipt of notice from the City to do so, the Contractor shall, at their own expense, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the City.

19. **GENERAL PERSONNEL:** The Contractor represents that it will secure at its own expense all personnel and subcontractors required for services, which are necessary to complete the Work as described in this Contract. All services under this Contract shall be performed by the Contractor or subcontractor and all persons engaged in work under the Contract shall be qualified to perform such services and authorized under federal, state, and local laws to perform such services. Personnel who perform services under this Contract shall not be employees of the City.

All workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any worker including supervisors, employed by the Contractor or subcontractor who, in the opinion of the City does not perform Work under this Contract in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the City, be discharged immediately and shall not be employed again in any portion or the Work without the approval of the City.

The Contractor shall at all times be responsible for the conduct and discipline of their employees and/or any subcontractor or persons employed by subcontractors. The Contractor shall provide a current listing of names and license numbers of all personnel executing Work related to this contract. This listing shall be updated by the Contractor within three days of a personnel change.

20. **EQUAL OPPORTUNITY EMPLOYER:** The City is an Equal Opportunity Employer (EOE)

and as such encourages all contractors to voluntarily comply with EOE regulations with regards to gender, age, race, veteran status, country of origin, and creed. Any subcontracts the Contractor may enter into shall make reference to this clause with the same degree of application being encountered. When applicable the Contractor shall comply with all State or Federal EOE regulations.

21. **DRUG-FREE WORKPLACE:** Upon execution of this Contract, Contractor shall submit to the Client a sworn statement on the attached form and incorporated herein, in accordance with the provisions of Florida Statute 287.087.

22. **HUMAN TRAFFICKING AFFIDAVIT**. Upon execution of this Contract, Contractor shall submit a sworn statement to the Client on the attached form and incorporated herein, in accordance with the provisions of Florida Statute 787.06(13).

23. **PUBLIC ENTITY CRIME**: Upon execution of this Contract, Contractor shall submit to the Client a sworn statement on the attached form and incorporated herein, in accordance with provisions of section 287.133 (1), Florida Statutes, stating whether a person or affiliate as defined has been convicted of a public entity crime subsequent to July 1, 1989.

24. **E-VERIFY:** As a condition precedent to entering into a Contract as a result of this bid/proposal, and in compliance with Section 448.095, Florida Statutes, Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 2, 2021.

    1) The City shall not enter into, or renew, a contract with a Contractor that is not enrolled in E-Verify. Any Contractor that has a contract with the City shall be contractually obligated to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The Contractor shall provide the City acceptable evidence of their enrollment at time of execution of the contract or renewal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the Business.
    2) Contractor shall require of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an

unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

3) The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statute or the provision of this section shall terminate the contract with the person or entity.
4) The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
5) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Florida Statute. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public Contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
6) Subcontracts: Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**25. PROHIBITED TELECOMMUNICATIONS EQUIPMENT:** Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR § 52.204-24 through 52.204-26. By executing this Contract, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Contract. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a

subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

26. **SCRUTINIZED COMPANIES:** In accordance with Sections 287.135, Florida Statutes, prohibit state agencies departments, and local government entities from contracting with Scrutinized Companies. Contractor and Subcontractor(s) shall complete the Affidavit form provided in the bid/proposal booklet and hereby incorporated as part of the Contract Documents. Contractor and Subcontractor shall affirm not to be on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to s. 215.473, Florida Statutes, nor have business operations in Cuba or Syria and are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or participating in a boycott of Israel. The Contractor or Subcontractor further acknowledges and agrees that the City may immediately terminate this Contract and any subsequent renewal Contract for cause if the Contractor or Subcontractor is found to have submitted a false certification or if the Contractor or Subcontractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the Term of the Contract. Further, the Contractor or Subcontractor acknowledges and agrees that a false certification or representation hereunder is a material breach of this Contract, and the Contract shall be terminated by the City if the Contractor or Subcontractor and any actively contracted company for the Contractor or Subcontractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

27. **ANTI-DISCRIMINATION:** Contractor for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-leases, as a part of the consideration hereof—hereby covenants and agrees that:

    A. No person on the grounds of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

B. No Employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Contract.

**28. DISCRIMINATORY VENDOR LIST:** Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a),Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

**29. GRATUITIES AND KICKBACKS:**

A. **GRATUITIES**

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore.

B. **KICKBACKS**

It must be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-

contractor any person associated therewith, as an inducement of the award of a subcontract or order.

C. **CONTRACT CLAUSE**
The prohibition against gratuities and kickbacks prescribed in this section must be conspicuously set forth in every Contract and subcontract and solicitation, therefore.

30. **FOREIGN GIFTS AND CONTRACTS:** The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 268.101(7)(b), Florida Statutes: "In addition to any fine assessed under Florida Statutes 286.101(7)(a), a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission.

31. **ANTITRUST VIOLATIONS; DENIAL OR REVOCATION:** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

32. **ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM:**

Pursuant to Florida Statute 287.05701, local governments cannot give preference to a contractor based on social, political or ideological interests such as those listed directly below. Contractors are also prohibited from giving preference to subcontractors based on the below listed factors. Violations will result in termination of this Contract and may result in

administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

A. The Contractor's political opinions, speech, or affiliations.
B. The Contractor's religious beliefs, religious exercise, or religious affiliations.
C. The Contractor's lawful ownership of a firearm.
D. The Contractor's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
E. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
F. The Contractor's support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking.
G. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described in this paragraph.
H. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law:
    1. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures;
    2. Social governance standards, benchmarks, or
    3. requirements, including, but not limited to, environmental or social justice;
    4. Corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or
    5. Policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

33. **NON-APPROPRIATIONS:** This Contract will remain in full force and effect only as long as the expenditures provided for the Contract have been appropriated by the City Council in the annual budget for each fiscal year of the Contract, or availability and award of CDBG funds from HUD to the City, and is subject to termination without penalty if funding is not appropriated.

34. **SEVERABILITY:** If any clause or provision of this contract is found illegal, invalid, or unenforceable under present or future laws effective during the Term of this Contract, then and only in that event, it shall be the intention of the parties that the remainder of this Contract, and the Term covered thereby, shall not be affected. All rights, powers, and privileges conferred by this Contract upon the Parties shall be cumulative but not restricted to those given by law.

35. **TERMINATION:**

A. **TERMINATION FOR CAUSE:** The Contract may be terminated by the City for cause in the event of any breach hereof, including but not limited to, Contractor's:

1. Failing to carry forward and complete Work in accordance with the requirements hereof; or
2. Failing to comply with applicable laws, regulations, permits, or ordinances'; or
3. Failing to timely commence or continuously and vigorously pursue correction of defective Work; or
4. Making a general assignment for the benefit of its creditors; or
5. Having receiver appointed because of insolvency; or
6. Filing bankruptcy or having a petition for involuntary bankruptcy filed against it; or
7. Failing to make prompt payments, when properly due, to subcontractors, vendors, or others for materials or labor used in the Work; or
8. Making material misrepresentation to the City regarding Work or performance thereof.

The City shall provide Contractor with written notice of its intention to terminate this Contract for cause, which shall provide the effective date of the termination. Such notice shall state the nature of the deficiency and, at the City's sole judgment and discretion, may afford Contractor an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure said deficiency. If the deficiency has not been corrected within the time allotted, the City may take possession of the Work and finish the Work by whatever method(s) the City deems expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is completed and accepted by the City. If the unpaid balance of the total compensation exceeds the expense of completing Work, including compensation for additional managerial and administrative services, the excess will be paid to Contractor. If the expense exceeds the unpaid balance, Contractor shall pay

the difference to the City. The expense incurred by the City and the damage incurred through Contractor's default will be certified by the City.

B. **TERMINATION FOR CONVENIENCE:** Notwithstanding any other provision of this Contract, the City may terminate this Contract, or any Work issued under it, in whole or in part, at any time, with or without cause, upon ten (10) days written notice to the Contractor.

Upon receiving notice of termination, the Contractor shall discontinue the Work on the date and to the extent specified in the notice and shall place no further orders for materials, equipment, services, or facilities except as needed to continue any portion of the Work that was not terminated. The Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

In the event of such termination, the Contractor shall be compensated for any Work performed prior to the date of the termination and for materials that were ordered prior to the receipt of notice of termination that cannot be returned to the vendor. Any such materials shall become the property of the City. Contractor waives all claims for compensation in excess of that which is specially provided for herein, including but not limited to, loss of anticipated profits; idle equipment, labor, facilities; and claims of subcontractors and vendors.

C. **BANKRUPTCY:** If the Contractor shall be adjudged bankrupt; or if it should make a general assignment for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of their property; or if it should persistently or repeatedly refuse or fail to make prompt payment to a person(s) supplying labor or materials for the Work under the Contract; or persistently disregard instructions of the Purchasing & Contracting Administrator; or fail to observe or perform any provisions of the Contract Documents; or otherwise be guilty of a substantial violation of any provisions of the Contract Documents, the City may – by at least ten (10) days prior written notice to the Contractor – without prejudice to any other rights or remedies of the City under the Contract, terminate the Contractor's right to proceed with the Work. In such event, the City may take over the Work and proceed with same to Completion – by Contract or otherwise – and the Contractor and its Sureties shall be liable to the City for any excess cost incurred by the City. In such case, the City may take possession of and utilize in completing the Work, such necessary

materials, appliances, and plant as may be on the site of the Project. The foregoing provisions are in addition to, and not in limitation of, the right of the City under any other provisions of the Contract Documents.

36. **COMPLIANCE WITH LAW:** The Contractor expressly agrees to comply with all known laws and regulations relating to providing services under this Contract. The failure of the Contractor to adhere to any known law or regulation pertaining to furnishing services under this Contract shall constitute a material breach of this Contract.

37. **CERTIFICATION OF RESTRICTION ON LOBBYING:** The Contractor agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.

    If any funds other than Federal appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any Florida Department of Transportation (FDOT) Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with the instructions.

38. **GOVERNING LAW:** The laws of the State of Florida shall govern this Contract.

39. **VENUE:** In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings shall be in Brevard County, Florida.

40. **WAIVER OF TRIAL BY JURY:** The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

41. **ATTORNEY'S FEES:** In the event of any legal or administrative proceedings arising from or related to this Contract, including appeals, each party shall bear its own costs and attorney's fees.

42. **CONFLICT OF INTEREST:** No officer, member or employee of the City or its designees or

agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in this contract or any related subcontract, or the proceeds thereof. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

43. **CONFLICTING PROVISIONS:** Notwithstanding any other provision in this Contract Document, whenever any provisions in the Contract Documents are inconsistent or conflict, the stricter provision shall prevail.

44. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company corporation individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, or making of this Contract. For the breach or violation of this paragraph, the City shall have the right to terminate the Contract without liability and, at its discretion, deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

45. **CONSTRUING PROVISIONS:** This Contract shall not be construed against the party who drafted the same, as both parties have obtained experts for their choosing to review the legal and business adequacy of the same. In any conflict between the Technical Specifications, and the General terms of this Contract, the provisions of the latter shall prevail.

46. **SEPARATE COUNTERPARTS & EXECUTION:** This Contract and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same contract. Execution and delivery of this Contract and any amendments by the Parties shall be legally valid and effective through; (i) executing and delivering the paper copy of the documents, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in "portable document format" (",pdf") or other electronically scanned format, or (iii) creating, generating, sending, receiving, or storing by electronic means this Contract and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Contract

(i.e. "electronic signature" through a process such as DocuSign®). In making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of the Contract is sought.

47. **RETENTION AND REVIEW OF RECORDS:** The Contractor and its subcontractors or suppliers shall retain all records relating to this Contract for a period of five (5) years, or as further directed by local, state, or federal regulations, from the date that the City makes final payment, and all other pending matters are closed.

    The Contractor and its subcontractors or suppliers shall make available all books, documents, papers, and records of the Contractor or its subcontractor or suppliers, which are directly pertinent to this Contract, to the City's Purchasing and Contracting Administrator or their duly authorized representative, or the U.S. Comptroller General or Inspector General, or the Auditor General, or FDEP duly authorized representative for the purpose of making an audit, inspection, review, copying, excerpts and transcriptions. The Contractor and its subcontractors will permit such representatives to interview employees on the job during working hours.

48. **AUDIT RIGHTS:** The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the Contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must all the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the Contract.

49. **PUBLIC RECORDS:** Records of the Contractor that are made or received in the course or performance of the Contractor's obligations under this Contract may be public records that are subject to the requirements of Chapter 119, Florida Statutes and accordingly Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. However, some records may be confidential or exempt from disclosure under Chapter 119, Florida Statute. In the event the Contractor receives a request for any such records, the Contractor shall notify the City and comply with Chapter 119, Florida Statute. The Contractor shall not prepare any news or press release in

any way related to this Contract, without the City's written consent. Contractor hereby agrees to comply with the following:

a. As provided in Section 119.0701, Florida Statutes, the Contractor is required to, and by executing this Contract, the Contractor agrees to:
   i. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.
   ii. 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 119.07, Florida Statutes or as otherwise provided by law.
   iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized the law for the duration of the contract term and following the completion of the Contract if the Contractor does not transfer the records to the City.
   iv. Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records as required by the City to perform the service. If the Contractor transfers all public records upon completion of the Contract, 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, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to 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.

b. The term "public record" as used in this provision include all documents, papers, letters, maps, books, tapes, photographs, films, sound records, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

**IF CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE**

**IN WITNESS WHEREOF,** the parties hereto have accepted, made, and executed this Contract upon the terms and conditions above stated.

**CONTRACTOR:**
V.A. Paving, Inc.
2955 Lake Drive
Cocoa, FL 32926

By: _____
Debra Mallard, President

Date: 11/18/2025

**OWNER:**
City of Titusville
555 S. Washington Avenue
Titusville, FL 32796

By: _____
Andrew Connors, Mayor

Date: 12/12/25

*ATTEST:*

Wanda F. Wells, City Clerk
Date: 12-12-25

APPROVED AS TO FORM:

Andriene Treasure, City Attorney

Date: 12/10/2025

APPROVED AS TO CONTENT:

Tom Abbate, City Manager

Date: 11 DEC 25

Staff Review & Preparation:

Leslie A. Rothering, Purchasing & Contracting Administrator — Date: 11-12-25

Sandy Reller, Interim Public Works Director — Date: 11-12-25

Exhibit 1 – ITB Bid Document
Exhibit 2 – Contractor's Bid Submittal

**CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. WASHINGTON AVE., TITUSVILLE, FL 32796.**

***** THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK *****

| | | |
|---|---|---|
| **Bid #: CN26-B-003LR** | **Due Date: October 28, 2025 @ 3:00 PM** | **Mail Date: September 25, 2025** |
| **Leslie Rothering Purchasing & Contracting** | **Respond: 555 South Washington Avenue Titusville, Florida 32796** | |
| **Bid Title/Name: Annual Road Resurfacing: Public Works FY26** | | |

# CITY OF TITUSVILLE, FLORIDA

*Standard Contract Book & Special Provisions*

# ANNUAL ROAD RESURFACING: PUBLIC WORKS

## October 2026

## NOTICE OF INVITATION FOR BIDS

SEALED BIDS FOR A LICENSED QUALIFIED FIRM to perform paving improvements on previously paved roads within Titusville in order to extend the life and enhance the ride quality, surface integrity, and sustainability. Milling/resurface approximately 7.13 miles of paved roads. WITHIN TITUSVILLE, FL WILL BE ACCEPTED BY THE CITY OF TITUSVILLE AT CITY HALL, 555 S. WASHINGTON AVENUE, TITUSVILLE, FLORIDA 32796, UNTIL OCTOBER 28, 2025 @ 3:00 P.M., AT WHICH TIME AND DATE THE BIDS WILL BE PUBLICLY OPENED IN THE CITY COUNCIL CHAMBER. ANY BIDS RECEIVED AFTER THE TIME AND DATE SPECIFIED ABOVE WILL NOT BE CONSIDERED. SEALED ENVELOPES SHALL CONTAIN THE NAME OF THE BIDDER AND BE MARKED AS FOLLOWS:

COMPANY NAME:_____
BID NUMBER: CN-26-B-003 LR
TITLE: ANNUAL ROAD RESURFACING: PUBLIC WORKS
DUE DATE: OCTOBER 28, 2025@ 3:00 P.M.

**Bids shall be submitted in one (1) original hard copy along with an electronic copy on CD or USB drive.** Firms interested in submitting a bid may obtain a complete bid package from DemandStar, or may request the bid package from the Purchasing and Contracting Administration office by email at Leslie.Rothering@titusville.com. The bid package will be provided in electronic format as a pdf document upon request.

Firms shall be properly licensed to conduct its business in the City of Titusville, with all licenses, permits, and certificates as required by all local, State of Florida, and Federal agencies.

No bid shall be considered unless sealed and filed with the Purchasing & Contracting Office at the address specified, no later than the time set forth above. The official time will be the date and time packet is stamped received in the Purchasing and Contracting Office. Each bid must be accompanied by all bid forms provide within the Solicitation packet and a Bidder's Bond, payable to City of Titusville, Florida for five percent (5%) of the amount of the bid; to be forfeited as liquidated damages in the event that the bid is accepted, and the bidder fails to enter promptly into a written contract and furnish the required Performance Bond, Payment Bond, and Insurance Certificates. Bids arriving after the designated time will be returned unopened.

Payment and Performance Bond in an amount equal to 100% of the contract amount will be required as well as a one-year Maintenance Bond equal to 10% of the final contract. Questions concerning this project should be directed to Laura Sidock, Procurement Analyst by email at Leslie.Rothering@titusville.com. Questions submitted within 7 days of bid opening will not be answered.

The City reserves the right to make any changes to this bid, or to reject any and all, or parts of any and all bids, or to accept any bid or portion thereof deemed to be in the best interest of the City, or postpone or cancel, at any time, this bid, or to re-solicit this bid, or to waive any irregularities in this bid or in the offers received as a result to this bid. The City also reserves the right to request clarification or information from any bidder. The City is not liable for any expenses incurred by any firm as a result of being a respondent to this solicitation.

# Bidder Checklist

One (1) original hardcopy completed on the Bid Packet as furnished with one (1) electronic copy using a CD or USB drive. Following items must be included with submittal for Bid to be considered responsive.

- ☐ Bidder's Checklist & Addendum Acknowledgements – **Page 3**
- ☐ Bid Form and Price Proposal Form – **Page 87 –**
- ☐ Bid Bond – **Page 93**
- ☐ Certificate as to Corporate Principal – **Page 95**
- ☐ Affidavit – **Page 97**
- ☐ Subcontractor list – **Page 98**
- ☐ Questionnaire Form (including References) - **Page 99**
- ☐ Florida Trench Safety Act - **Page 102**
- ☐ Public Entity Crimes - **Page 104**
- ☐ Scrutinized Companies Certificate: Pursuant to Florida Statute § 287.135 – **Page 107**
- ☐ E-Verify Affidavit E-Verify #_____ **Page 109**
- ☐ Drug Free Workplace Certification – **Page 110**
- ☐ Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion – **Page 111**
- ☐ Equal Employment Opportunity Certification – **Page 112**
- ☐ Form of Non-Collusion Affidavit – **Page 113**
- ☐ Human Trafficking Affidavit _ **Page 114**
- ☐ Disclosure Form Foreign Influence -_ **Page 115**

**Technical Specifications and Scope of Work – Page 124**

Addendum Acknowledgment - Bidder acknowledges that the following addenda have been received and are included in this Bid:

☐ Addendum 1_____ Dated _____

☐ Addendum 1_____ Dated _____

☐ Addendum 1_____ Dated _____

**Proof that your firm is licensed to perform this work, proof of insurance, and all completed Required Forms within this packet must be included with this bid for your bid to be considered.**

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1 - Instructions to Bidders
2 - Draft Contract
3 - Basic Clauses
4 - Site Requirement
5 - Insurance, Patents, Permits & Taxes
6 - Control of Work
7 - Contractor's Organization
8 - Execution & Progress
9 - Legal Relations & Responsibility
10 - Measurement & Payment
11 - Labor Requirements
12 - Contractor Forms
13 - Supplemental


## DIVISION 2 – CONTRACT & BID FORMS


- Price Proposal
- Bid Bond
- Affidavit
- Non-Collusion Affidavit
- Florida Trench Safety Act Statement
- Subcontractors
- References/Bidder Qualification Questionnaire
- Drug-Free Workplace Certification
- Public Entity Crimes
- E-Verify Affidavit
- Certificate - Contract Execution Authorization
- Performance & Payment Bond (Upon Award)
- Contractor's Final Affidavit and Release of Lien (Upon Completion)


## DIVISION 3 - TECHNICAL


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## INSTRUCTIONS TO BIDDERS

1.1. Definition of Terms:

Whenever in the Contract Documents the following terms (or pronouns in place of them) are used, the intent and meaning of such terms shall be interpreted as follows:

a) City: The City of Titusville, Florida

b) Owner: The City of Titusville, Florida

c) City Manager: The City Manager of the City of Titusville, Florida, being the administrative head of the City as described in the City Charter.

d) Purchasing & Contracting Administrator: The Purchasing & Contracting Administrator is the employee of the City of Titusville responsible for the overall coordination and oversight of the contract assuring that all contractual obligations are completed satisfactorily and in accordance with the Contract terms and conditions. The PCA will have complete responsibility to receive notices, transmit instructions and communicate policies and decisions regarding all contract matters including technical matters that may affect the contract terms and conditions. The City's Purchasing & Contracting Administrator can be reached during normal office hours by Phone: 321.567.3973/Fax 321.383.5628, or at City Hall, 555 S. Washington Avenue, Titusville, Florida 32796.

e) Project Manager: The Project Manager is the employee of the City of Titusville responsible for the overall coordination, oversight and management of the Work. All Work done shall be subject to the review of the Project Manager and City. Any and all technical questions which may arise as to the quality and acceptability of materials furnished, work performed, or work to be performed, interpretation of all technical questions as to the fulfillment of the Contract on the part of the Contractor, shall be referred to the Project Manager, who will have responsibility to resolve such questions, and transmit instructions and communicate decisions of technical nature to the Contractor, in writing, regarding matters pertinent to performance of the Work. The City shall not be responsible for the acts or omissions of the Contractor. Any changes to the scope of work or any deviations from the contract documents must be approved in writing through the Purchasing & Contracting Administrator in accordance with Section 4, paragraph 4.2 Changes in Work.

f) Engineer: Kevin Cook, PE, Public Works Director

g) Inspector: An employee or a designated representative of the City, assigned to make any or all necessary inspections of Work performed, and materials furnished by the Contractor and reporting directly to the Project Manager or the City Engineer or the Purchasing & Contracting Administrator.

h) Person: The word Person shall mean and include any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or otherwise, and any combination thereof.

i) Bidder: Any person who submits a Proposal for the Work described in the Notice to Bidders and pursuant to these Contract Documents

j) Contractor: The Firm whose Proposal the City will accept and who shall thereafter enter into a form of Contract with the City to furnish the materials and do all the Work as bid upon.

k) Subcontractor: A Firm supplying material, labor, equipment or appurtenances for the Work at the site of the project. Such Firm has contractual relations with the Contractor, but not with the City.

l) Principal: When used in the Bid Bond, the word Principal means the same as the word Bidder. When used in the Contract Bond, the word Principal means the same as the word Contractor.

m) Surety: The corporation or individual, bound by the Contract Bond with and for the Contractor, and who is primarily liable and engages to be responsible for Contractor's acceptable performance of the Work for which the Contract has been made, and for his payment of all debts pertaining thereto.

n) Contract Documents: The Contract Documents shall mean and include the following:

1. Notice of Invitation for Bids
2. Instructions to Bidders
3. Form of Contract
4. Bid Proposal Form
5. Bid Bond
6. Affidavit
7. Certificate-Contract Execution Authorization
8. Performance & Payment Bond
9. Public Entity Crimes Form
10. General Conditions
11. Specifications
12. Plans
13. Special Conditions
14. Addenda (if any)
15. Drug-Free Workplace
16. Full/Partial Release of lien
17. Certificate of Insurance

o) Work: All Work to be performed by the Contractor in the fulfillment of the Contract, and includes all necessary materials, labor, equipment, and transportation, as described in the Contract Documents, for the contemplated improvement.

p) Scope of Work: The specific Work, improvement, or job, to which these Contract Documents apply, as described in Section I, Page 17 (Description of Work) of the Contract.

q) Contract: The written agreement between the Owner and the Contractor for the performance of the Work in accordance with requirements of the Contract Documents and for the payment of the agreed consideration, therefore.

r) Addendum: A modification of the Plans or other Contract Documents issued by the Procurement Contracts Coordinator and distributed to prospective Bidders prior to the opening of bids.

s) Change Order: A written order issued by the Owner, or when authorized in this Contract, by the Purchasing & Contracting Administrator, to the Contractor directing certain changes, additions, or reductions in the Work or in the materials or methods to be used.

t) Or Equal: Whenever in the Contract Document and Plans, any particular brand, make of material, device, or piece of equipment is shown or specified, such brand, make of material, device or piece of equipment shall be regarded merely as a standard. If two or more brands, makes of material, devices, or pieces of equipment are shown or specified, each is to be regarded as the equal of the other. Any other brand, make of material, device, or piece of equipment, which, in the opinion of the Purchasing & Contracting Administrator, is the recognized equal of that specified, considering quality, Workmanship, economy of operation, and suitability for the purpose intended, will be acceptable.

u) Subgrade: That portion of the roadbed immediately below the base course or pavement (including below the curb and gutter, valley gutter, shoulder and driveway pavement); the limits of which will ordinarily include those portions of the roadbed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are showing on the plans, the sub-grade section shall be considered to extend to a depth of 12 inches below the bottom of the base or pavement and outward to six inches beyond the base, pavement or curb and gutter.

v) Architect: None.

w) Field Order: N/A

x) Proposal: Written response to the requirements of this bid (on the forms provided herein.)

1.2. Receipt and Opening of Bids

Bid proposals, together with Bid Bond, Specifications and Contract Bond, as completely assembled herewith, must be delivered in sealed, opaque envelopes, addressed to the Purchasing & Contracting Administration Division of the City of Titusville, Florida, at the date and time called for in the Notice of Invitation for Bids and shall be properly identified on the face thereof. The Bid proposal shall be made out upon the blank form included herewith, which must not be removed nor detached, from these Contract Documents.

Bid proposals will be publicly opened and immediately read aloud in the Council Chambers, City Hall, 555 S. Washington Ave., Titusville, Florida, at the time designated in the Notice to Bidders.

1.3. Qualifications of Bidder

The City reserves the right before awarding the Contract to require a Bidder to submit such evidence of its qualifications as it may deem necessary to properly evaluate the bid and may consider any evidence of the financial, technical, and other qualifications and abilities of a Bidder. Bidder shall have, as a minimum, two (2) years of experience working as a licensed contractor and shall be able to demonstrate that it has satisfactorily completed three (3) similar road resurfacing projects. Additionally, the City reserves the right to award the contract to a Bidder that can demonstrate that it is qualified and capable to undertake the Work, as determined only by the City, provided that it submits the lowest bid in compliance with the requirements contained in the bid documents, and that it is in the City's best interest to accept said bid.

1.4. Local Preference

The City of Titusville grants preference to those vendors, contractors or service providers whose primary business location is within the physical limits of the City of Titusville or Brevard County and have held a valid occupational license (Business Tax Receipts) for a period of no less than one year. Local business shall be defined in accordance with said ordinance which is available for review in the City Clerk's or Purchasing & Contracting Administrator's office and will be provided if requested for the cost of copying it.

1.5. Preparation of Bids

**Bids must be submitted on Bid Price Proposal Form contained in this document or any subsequent revision thereto made and incorporated into the Contract Documents via addendum issued by the City's Purchasing & Contracts Division.** All blank spaces in the Proposal must be filled in legibly and correctly handwritten in ink or typed. The Bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is called for, for each scheduled item of Work, as well as the Total Bid Price for the entire Work under the contract.

In the event of a bid item price discrepancy (math error when the bid total price for any bid item is not the result from applying the unit price stated by the bidder for such item to the item quantity indicated in the bid) the bid unit price stated in the bid shall govern and prevail and the total bid price for such item will be corrected.

If the Bid is made by an individual, he or she must sign his name thereon and state his post office box/address and the name and address of every other person involved in the Bid as principal. If the Bid is made by a firm or partnership, its name and post office address must be stated as well as the name and address of each member of the firm or partnership. If the Bid is made by a corporation, the Bid must be signed by some authorized officer or agent, subscribing the name of the corporation with his own name and affixing the corporate seal. Such office or agent must also state the name of the State under which the corporation is chartered, the names and business address of the President, Secretary and Treasurer, as well as the registry with the Secretary of State of the State of Florida of such corporation for doing business in the State of Florida.

1.6. Plans and Other Contract Documents

The plans and other Contract Documents give the location and description of the Work to be done under this Contract, the estimated quantities of each item of Work for which Bids are invited, the time in which the Work must be complete, the amount of the Bid Guarantee, and the date, time and place of the receipt and opening of Bids.

1.7. Examination of Contract Documents and Site

The Bidder is required to examine carefully the site of the Work and the plans and other Contract Documents for the Work contemplated. It will be assumed that the Bidder has investigated and is fully informed as to the requirements of the plans and other Contract Documents, thus relieving the City of any costs incurred by the Bidder as a result of a misunderstanding or miscalculation of the Work.

1.8. Obligation of Bidder

The Bidder must inform himself fully of the conditions under which the Work is to be performed in relation to both construction and labor conditions, acquaint himself with all governing laws, ordinances, etc., and otherwise thoroughly familiarize himself with all matters which may affect the performance of the Work; failure to do so will not relieve a successful Bidder of his obligation to furnish all material, equipment and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated Work for the consideration set forth in his Bid.

It is the obligation of the Bidder to make his own investigations of sub-surface conditions prior to submitting his Bid. The record of borings, test excavations and other sub-surface investigations, if any, made for design purpose for the engineers are available in the Engineering Department. Such records are offered as information only and solely for the convenience of Bidders. The City does not warrant or guarantee that said borings, test excavations and other sub-surface investigations show the actual sub-surface conditions. The Contractor agrees that he will make no claims against Owner if in carrying out the Work he finds that the actual conditions encountered do not conform to those indicated by said borings, test excavations and other sub-surface investigations.

Any estimates or estimates of quantities of Work or materials shown on the plans or in the Proposal, based on said borings, test excavations and other sub-surface investigations or otherwise, are in no way warranted to indicate the true quantities or distribution of quantities.

1.9. Clarifications/Changes While Bidding

If any prospective Bidder for the proposed Contract is in doubt as to the true meaning of any part of the drawing, Specifications or other proposed Contract Documents, he may submit to the Procurement Contracts Coordinator a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be mailed or delivered to each prospective Bidder who has received a complete set of Bidding Documents. The Owner will not be responsible for any other explanations or interpretations of the proposal documents.

During the Bidding period, Bidders may be furnished addenda or bulletins for additions or alterations to the contract documents, which shall be included in the Work covered by the Proposal.

1.10. Interpretation of Quantities

The quantities of Work to be done under this Contract, given in the Proposal, are not to be considered as fixed for each item. Such quantities are to be used for comparison of bids received and for payment. Changes in such quantities shall only be caused by addition to or deletion from the Contract by way of a Change Order. The Bidder shall not plead misunderstanding or deception because such listed quantities do not correspond with measured areas. Payment to the Contractor will be made only on the basis of the total quantity of Work actually performed in accordance with the plans and other Contract Documents, and it is understood that the quantities may be increased or diminished, by addition or deletion of entire facilities without in any way invalidating any of the unit prices bid. Quantities for any facilities added or deleted shall be computed in the same manner as that used for those listed on the plans.

1.11. Bid Guarantee

Each Bid must be accompanied by a Bid Guarantee in the form of a cashier's or certified check made payable to the City of Titusville, Florida, or a Bid Bond prepared on the form attached herein, duly executed by the Bidder as Principal and having a surety company satisfactory to the City (i.e., highly rated by "Best" or the "U.S. Treasury Listing".) The guarantee so furnished shall be in an amount of not less than five percent (5%) of the amount of the Total Bid Price. All certified checks must have attached thereto the necessary governmental documentary stamps. **Such checks or Bid Bonds will be returned to all except the three (3) lowest qualified Bidders within ten (10) days after the opening of Bids, and the remaining checks or Bid Bonds will be returned within three (3) days after the Owner and the successful Bidder have executed the Contract for the Work.**

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bond required within ten days after he has received notice of the acceptance of this Bid, shall forfeit to the City, as liquidated damages for such failures or refusal, the bid guarantee security deposited with the Bid.

1.12. Disqualification of Bidders

Any one of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his Bid:

a) Submission of more than one (1) Bid for the same Work by an individual, firm, partnership or corporation under the same or different names.

b) Evidence of collusion among Bidders.

c) Previous participation in collusive bidding on Work for the City of Titusville, Florida.

d) Submission of an unbalanced Bid in which the prices bid for some items are out of proportion to the prices bid for other items.

e) Lack of competency of Bidder- i.e., Bidder will be considered ineligible if at any time during the process of receiving bids or awarding the Contract, developments arise which -- in the opinion of the City -- adversely affect the Bidder's responsibility. However, the Bidder will be given an opportunity by the City to present additional evidence before final action is taken.

f) Lack of responsibility as shown by past Work judged from the standpoint of Workmanship and progress.

g) Uncompleted Work for which the Bidder is committed by Contract which, in the judgment of the City, might hinder or prevent the prompt completion of Work under this Contract if awarded to such Bidder.

h) Being in arrears on any of his existing contracts with the Owner, or in litigation with the Owner, or having defaulted on a previous contract with the Owner.

i) Promoting deliberate discriminatory practices.

**This list is a representative sample of causes for disqualification and shall not be deemed to be all-inclusive.**

1.13. Rejection of Irregular Bids

Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind.

The Owner reserves the right to waive any informalities or irregularities of bids.

1.14. Withdrawal of Bid

Any bid may be withdrawn prior to the time scheduled in the Notice to Bidders for the opening thereof.

1.15. Commencement and Completion of Work

Each Bidder shall state in his Proposal in the space provided for that purpose the number of calendar days he will commence the Work after receipt of Notice of Award of Contract and Notice to Proceed, and the number of calendar days required to complete the Contract after start of Work.

1.16. Liquidated Damages

Should the Bidder, as subsequent Contractor for the Work, become liable to assessment for liquidated damages for reasons set forth in Section 8.9 of General Conditions of these Specifications, the Contractor and his sureties shall pay to the Owner the sum for each calendar day for which liquidated damages are assessed in accordance with the stipulations set forth in said section.

1.17. Guarantee of Faithful Performance and Payment

A Performance and Payment Bond satisfactory to the Owner, on the form attached herein, in an amount of not less than the Total Bid Price, will be required of the successful Bidder to guarantee that he will deliver a completed project under his Contract in strict accordance with the Contract Documents, and will pay promptly all persons supplying him with labor or materials for the Work. This bond shall be written through a reputable and responsible Surety Bond Agency licensed to do business in the State of Florida, as rated by "Best" or the "U.S. Treasury Listing" and shall be delivered to the Purchasing & Contracting Administrator with the executed Contract as required in Section 1.18 of these Instructions to Bidders.

In addition to the above Bond, the Contractor shall be required to furnish a Maintenance Guarantee Bond, in the amount of ten percent (10%) of the final contract price, insuring the completed Work against defects in materials and Workmanship, for a period of one (1) year after the date of the final acceptance of the Work.

Additionally, the contractor may include a provision in the Performance Payment Bond guaranteeing the Work against defects in materials and Workmanship, for a period of one (1) year after the date of the final acceptance of the Work.

1.18. Award of Contract

The City reserves the right to accept any bid or portion thereof deemed to be in the best interest of the City as determined solely by the City.

Written notice of award of contract will be given to the Bidder that submits lowest price proposal (Unit Price Bids-The award will be made to the Bidder that submits the lowest price proposal total aggregate amount resulting from applying the unit price(s) submitted in the bid to the quantity(ies) shown in the price proposal form) consisting of base bid plus any combination of alternates, if any, providing that such bid is both responsive and responsible as determined only by the City.

If the Bidder to whom the Contract is awarded forfeits his bid security and the award of the Contract is annulled, the City may then award the Contract to the next lowest and/or best Bidder, or the Work may be re-advertised or may be constructed by City forces without Contract as the City decides.

1.19. Execution of Contract

The Bidder to whom the Contract is awarded shall, within 10 days after issuance of the Notice of Award, execute and deliver to the Purchasing & Contracting Administrator in triplicate (3) the contract, his Performance and Payment Bond, and satisfactory evidence of all required insurance coverage and proof satisfactory to the Purchasing & Contracting Administrator of the authority of the person(s) executing the Contract and the Performance and Payment Bond on behalf of the Bidder. The above documents must be furnished, executed, and delivered before the Owner will execute the Contract. The Contract shall not be binding upon the Owner until the Owner has executed it and a copy of such fully executed Contract is delivered to the Contractor.

1.20. Failure to Execute Contract - Bid Guarantee Forfeited

Should the successful Bidder fail to execute and deliver the contract to the Purchasing & Contracting Administrator within the allotted time, the City at its option may find said bidder non-responsive and deem his bid guarantee as forfeited pursuant to these instructions. Failure of the bidder to execute the Contract may also result in additional sanctions pertaining to the bidding of future Work by the forfeiting bidder.

1.21. Notice and Service

All notices and demands, requests, instructions, approvals, and claims shall be in writing.

Any notice to or demand upon the Contractor shall be considered sufficiently given if delivered to the Contractor, his agent or superintendent. If the Contractor is a corporation, notices may be made to any officer of the corporation. Notice may also be given by registered or certified mail to the address of the Contractor shown on his bid or by delivery of a prepaid telegram to the Contractor's officer. All papers required to be delivered to the Owner shall be sent to the Purchasing & Contracting Administrator's office by registered or certified mail, a prepaid telegram, or by delivery in person. Notice will be deemed to have been given or made at the time of actual delivery.

1.22. Licenses

All contractors must be registered with the State of Florida to conduct business and provide services/commodities required within the scope of this bid.

All contractors must be holders of a current State Licenses/Certification (when applicable) before any contract for this Work will be awarded.

Contractors not holding such valid license/certification will be required to obtain such by qualifying through an examination conducted by the General Examining Board.

1.23. Labor Requirements

a) Civil Rights Act and Equal Employment Opportunity

The Contractor, when applicable, shall strictly conform to the provisions and promulgation the Civil Rights Act of 1964, Title VI (49 CFR Part 21), Equal Employment Opportunity Regulations (41 CFR Part 60), and any requirements or goals set for DBE participation for the project.

b) Wage Rates and Work Hours

The Contractor, when applicable, shall strictly conform to the provisions and promulgation of the Copeland and Davis-Bacon Acts requirements (29 CFR Part 3 and 29 CFR Part 5) and wage determination of the Department of Labor, the Contract Work Hours and Safety Standard Act (29CFR Part 5).

1.24. Other Federal Regulations

The Contractor, when applicable, agrees to comply with all the requirements of the Clean Air Act and Federal Water Pollution Control Act.

1.25. Permits/Inspections

The Contractor is responsible for obtaining and possessing any/all required permit(s) outlined in Technical Specifications.

a) Upon Notice of Award, the Contractor shall immediately apply for all other applicable permits to construct the Work from the appropriate governmental agency or agencies. No Work shall commence until all applicable permits have been obtained and copies delivered to the City/Engineer.

b) The Contractor shall strictly adhere to the specific requirements of the regulatory agencies having jurisdiction over the Work. Conditions of permits or requirements noted in permits shall be effective and included in the Contracted work.

Bidder shall also be responsible to ensure that appropriate City departments are notified when construction is to commence and to ensure that City, FDOT, and engineering inspections are called for as necessary. All provisions of applicable construction codes or City standards, as adopted by the City, shall be complied with.

***<u>***NOTE: Any permit(s) incurred by Contractor will be reimbursed dollar for dollar by City of Titusville with Application for Payment Invoice***</u>***

# DIVISION 1

## SECTION 2

## D R A F T

## C O N T R A C T

**ANNUAL ROAD RESURFACING PROJECT FY 26**
**Construction Contract # CN26B003/LR**

**This Contract** made and entered into this _____day of _____20_____, between the City of Titusville, Florida, a municipal corporation of the State of Florida, hereinafter referred to as the "City" or "Owner", and "Masci General Contractor, Inc.", hereinafter referred to as the "Contractor".

**Whereas**, pursuant to all City Purchasing & Contracting policies, statutory requirements, and federal laws applicable, the City has competitively bid and advertised the Work titled "**Bid #CN26B003/LR, ANNUAL ROAD RESURFACING PROJECT FY 26**"; and,

**Whereas**, the City desires to engage a licensed, qualified, and experienced Contractor who has special and unique competency in road resurfacing projects; and,

**Whereas**, the Contractor represents that it is duly licensed, and it has such competence and experience in providing these services; and,

**Whereas**, the City in reliance on such representations has selected the Contractor in accordance with the requirements of law; and,

**Whereas**, at the regular City Council meeting of _____, the award of this contract was duly considered and approved; and,

**Whereas**, the City and the Contractor desire to reduce to writing their understanding and agreements on such.

**It is, therefore agreed as follows:**

1. **DESCRIPTION OF WORK:** The Contractor shall furnish all supervision, labor, materials, supplies, tools, equipment and transportation necessary to perform and satisfactorily complete contract work shown on the Drawings and Specifications for this project. In addition, all work shall be performed in accordance with the contract documents, including Addenda (if any) and written modifications issued after execution of this agreement and as directed by the Project Manager in accordance with the expressed or obvious intent of the Contract hereinafter called Contract Documents, "**BID #CN26B003/LR, ANNUAL ROAD RESURFACING PROJECT FY 26".** Any Federal, State, or Local regulatory requirements shall apply and be followed by the Contractor and any Subcontractor, to include but not limited to FDOT Specifications for Road & Bridge Construction.

2. **CONTRACT DOCUMENTS:** The Contract Documents on which this agreement between the City and Contractor is based, which contains the plans and specifications in accordance with which the work is to be done, are attached, and incorporated as if fully set out herein and include the following:

   A. The standard solicitation book and specifications titled "**Bid #CN26B003/LR, ANNUAL ROAD RESURFACING PROJECT FY 26"** which is attached hereto as **Exhibit 1** and includes the following:

| | |
|---|---|
| 1. Notice to Bidders | 2. Non-collusion Affidavit Form |
| 3. Instruction to Bidders | 4. Release of Lien (Partial/Final) Form |
| 5. Price proposal Form | 6. Bidder Qualification Questionnaire |
| 7. Affidavit | 8. General Conditions |
| 9. Scope of Services | 10. Specifications/Drawings |
| 11. Public Entity Crime Form | 12. Form of Non-Collusion Affidavit |
| 13. Certificate-Contract Execution | 14. Foreign Disclosure Form |
| 15. Florida Trench Safety Form | 16. Drug-Free Workplace Form |
| 17. Certification of Bidder Regarding EEO | 18. E-Verify |
| 19. Certificate Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion | 20. Copy of Business Tax Receipt & State of Florida Registration |
| 21. Certification Regarding Lobbying | 20. Scrutinized Companies |
| 21. Human Trafficking Affidavit | |

   B. Plans and specifications as provided by __Kevin Cook_____.

   C. Contractor's bid submittal _____ attached hereto as Exhibit 2 with all related documents, addenda if any, and other documents listed in the Contract Documents, and written modifications issued after execution of this Contract, if any.

   D. This Construction Contract.

      i. INTENT: The Scope of Work is an integrated part of the Contract Documents and as such do not stand alone if used independently. These documents establish minimum standards of quality for the Contract. The intent of the Contract Documents is to set forth requirements of performance. It is also intended to include all supervision, labor, materials, equipment, tools, and transportation necessary for the proper execution of the Work, to require complete performance of the Work despite omission of specific reference to any minor component part and to include all items necessary for the proper execution and

completion of the Work by the Contractor. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

ii. ENTIRE AND SOLE AGREEMENT: Except as specifically stated herein, the Contract Documents constitute the entire agreement between the parties and supersede all other agreements, not specifically set forth in the Contract Documents. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in the Contract Documents.

iii. AMENDMENTS: The parties may modify this Contract at any time by written agreement. Neither the Contract Documents nor any term thereof may be changed, waived, discharged, or terminated orally, except by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge, or termination is sought.

3. **COMPENSATION AND PAYMENTS:** For satisfactory performance of the Work, the City will pay the Contractor the total sum of _____. ($____). Payment shall be made for all Work completed by the Contractor during each calendar month which has been accepted by the City and properly documented. Payments shall not be made for Work deemed incomplete or deficient by the City Project Manager. At the end of each month the Contractor shall submit an invoice with supporting documentation of all Work completed for that month, to the Project Manager for approval and payment.

The City shall make partial payments to the Contractor on the basis of a duly certified and approved Pay Application, also referred to as invoice, for the Work performed during the preceding calendar month by the Contractor, **less five percent (5%)** of the amount of such pay application request which is to be retained by the City until all Work has been performed strictly in accordance with the Contract and until such Work has fully been accepted by the City.

When Contract Time is approaching Substantial Completion, a pre-final inspection shall be conducted. Within 30 calendar days after reaching substantial completion, the City shall generate a single list (Punchlist) of items required to render complete, satisfactory, and acceptable the construction services purchased by the City. The Contractor will enter the estimated cost to

complete each item on the list and return to the City within ten (10) calendar days. The City reserves the right to modify costs, as deemed reasonable, and finalize the Punchlist within five (5) calendar days.

Within twenty (20) business days after developing the Punchlist, and after receipt of a proper invoice or payment request, the City will pay the Contractor the remaining balance of the Contract, including all remaining retainage withheld by the City pursuant to Section 255.078, Florida Statutes, less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the list.

Upon the City's acceptance of the Work covered by this Contract and the receipt and acknowledgment by the City of a proper maintenance bond and as built plans, and submission by the Contractor, of evidence satisfactory to the City that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the Work have been paid in full, and also, after all guarantees that may be required are provided, final payment (for retainage duly invoiced) on account of this Contract shall be made within twenty-five (25) days after receipt of a proper pay application request by the City's Project Manager, pursuant to the Prompt Payment Act (Section 218.735 of the Florida Statutes) and all general conditions hereof.

A. **CLAIMS** – Claims arising from changes or revisions made by the Contractor at the City's request shall be presented to the City before Work starts on the changes or revisions. If the Contractor deems that extra compensation is due for Work not covered herein, or in any Supplemental Agreement, the Contractor shall notify the City in writing of its intention to make claim for extra compensation before Work begins on which the claim is based. If such notification is not given and the City is not afforded by the Contractor a method acceptable to the City for keeping strict account of actual cost, then the Contractor hereby waives its request for such extra compensation. The City is not obligated to pay the Contractor if the City is not notified as described above. The Contractor may refuse to perform the additional Work requested by the City until the parties execute an appropriate Contract. Such notice by the Contractor and the fact that the City has kept account of the costs as aforesaid shall not in any way be construed as providing the validity of the claim.

B. **RELEASES** – When it is determined, as a result of a joint inspection of the Work by the Contractor and City, that the Work has been completed in accordance with the terms of the Contract Documents, the completion of the Work shall be certified by the

City. At that time, the Contractor may submit the Contractor's final request for payment. Prior to final payment, the Contractor shall execute and deliver to the City a Contractor's Affidavit and Release of Claim for all claims against the City arising under or by virtue of the Contract. Also, from each supplier or subcontractor who has notified the City of their right to file a claim (Notice to City) or who is listed in the Contractor's Affidavit and Release of Claim as an unpaid potential claimant, a Claimant's Sworn Statement of Account, executed by the supplier or subcontractor, must be attached to each request for payment.

The Purchasing & Contracting Administrator shall be the final authority as to the appropriateness of any payment submittal. The Purchasing & Contracting Administrator's decisions on payment matters shall be made in accordance with the word of the contract, City policies, and legal requirements.

C. Appeals – Appeals of the Purchasing & Contracting Administrator's decisions shall be posted as follows:

City Manager
City of Titusville
P.O. Box 2806
Titusville, FL 32781-2806

The Contractor agrees to an administrative hearing within the scope of the contract.

4. **CHANGE ORDERS:** The City reserves the right to make such changes in the Plans and/or Specifications within the general scope of the Contract at any time by written Change Order in accordance with the General Conditions of the solicitation book. A Change Order shall be based upon agreement among the City, Contractor and Design Consultant, or in accordance with Section 218.755, Florida Statutes, as may be amended.

   The City Manager or designee is authorized to approve Change Order(s) provided that the amount(s) of such Change Order(s) do not increase the authorized contract amount. Furthermore, for any Change Order(s) that will increase the authorized contract amount, the City Manager is authorized to approve, whichever is greater, up to $25,000.00 or ten percent (10%) of the latest contract amount, not to exceed $50,000.00, provided that sufficient budgeted funds are available for this project.

5. **PROJECT SCHEDULE/TIME OF COMPLETION:** The Contractor shall commence Work to be performed under this Contract upon receipt of written Notice to Proceed from the City's Project Manager. The Contractor shall begin the Work and shall fully complete the Work in

accordance with the Contract documents, __90_days to substantial and 120 days to final, after the commencement date stipulated in said written notice and as set forth in the contract award.

The Contractor shall perform all Work under this Contract in a timely manner consistent with the assignment schedules as mutually agreed upon by the City and the Contractor. No extension of time shall be valid unless given in writing by the City. No monetary compensation shall be given for such delay.

A delay beyond the Contractor's control may entitle the Contractor to an extension of time in which to complete the Work as determined by the City provided, however, the Contractor shall immediately give written notice to the City of the cause of such delay. Contract time shall not be extended for "Rain Day" delays. The City will continually monitor the effects of weather, and when found justified, the City will require the Contractor to submit a request for additional time due to the effects of weather. The City will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions related to adverse soil conditions that prevent the Contract from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal workday on pre-determined controlling work items; or
2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect: and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items. No additional compensation will be made for delays caused by the effects of inclement weather.

"Rain day" requests must be submitted at the end of each work week or be waived, and the cumulative "rain day" extensions granted shall be processed as a Change Order with each pay submittal.

The City shall have the authority to suspend the Work wholly or in part, for such periods as may be deemed necessary and for whatever cause, by sending written notice of suspension to the Contractor. If the Contractor or the City shall become aware of any condition that may be cause for suspension of the Work, they shall immediately advise the concerned parties of such condition. The Contractor shall not suspend operations under the provisions of this paragraph without the City's written permission. In the event the City suspends the Work, the Contractor shall be granted an extension of time to complete the Work for as many calendar days as the

Work was suspended; except that the Contractor will not be granted an extension of time to complete the Work if the suspension was caused by a fault of the Contractor.

6. **LIQUIDATED DAMAGES:** It is mutually agreed that time is of the essence in this Contract and should the Contractor fail to complete the Work within the specified time within the Notice to Proceed, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the City will retain the amount of $1,627 per consecutive calendar day as fixed, agreed, and liquidated damages for each calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the City will have sustained by failure of the Contractor to complete the Work within the specified time, it being further agreed that the said sum is not a penalty, but is the stipulated amount of damages sustained by the City in the event of such default by the Contractor.

   For the purpose of this Section, the day of final acceptance of the Work shall be considered a day of delay, and the scheduled day of completion of the Work shall be considered a day scheduled for production.

   The Contractor shall consider all contingent Work which has to be done by other parties, arising from any cause whatsoever, and shall not plead their want of knowledge of said contingent Work as an excuse for delay in their Work, or for the non-performance.

   Permitting the Contractor to continue and finish the Work or any part of it after the expiration of the number of calendar days allowed for completion or after any extension of time, shall in no way operate as a waiver on the part of the City of its rights under this Contract. In case of default of the Contract and the completion of the Work by the City as hereinafter provided, the Contractor and their Surety shall be liable for the liquidated damages under the Contract; but no liquidated damages shall be assessed for any delay in the final completion of the Work by the City due to any unreasonable action, negligence, omission, or delay of the City.

   If any suit for the collection of, or involving the assessment of liquidated damages, the reasonableness of the amounts stipulated in the foregoing calculations shall be presumed. The liquidated damages referred to herein are intended to be and are accumulative and shall be in addition to every other remedy now or hereafter enforceable by law, in equity, by Statute, or under the Contract.

7. **CONTRACTOR'S ACCEPTANCE OF CONDITIONS:** The Contractor hereby agrees that they have carefully examined the surface of the site and has made sufficient tests or other

necessary subsurface investigations to fully satisfy themself that such site is a correct and suitable one for this Work and they assume full responsibility therefore. The provisions of this Contract shall control any inconsistent provision contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the Work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the City than against the Contractor and their Surety.

Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the City's Engineer, and their decision shall be final and binding the Contractor.

It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the Work or material by the City, its consulting Engineer/Architect or by any agent or representative as in compliance with the terms of the Contract and/or the Drawings, and Specifications covering said Work, shall not operate as a waiver by the City of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said Work; and the City may require the Contractor and/or their Surety to repair, replace, restore and/or make to comply strictly with this Contract and the Drawings and Specifications any and all of said Work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such Work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guaranteed provisions. Failure on the part of the Contractor and/or their Surety, immediately after notice to either, to repair or replace any such defective materials and Workmanship shall entitle the City, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the Contractor and/or their surety, who shall in any event be jointly and severally liable to the City for all damage, loss and expense caused to the City by reason of the Contractor's breach of this Contractor and/or their failure to comply strictly with the Contract and with the Drawings and Specifications.

8. **PROJECT MANAGER:** The City shall designate a Project Manager. All Work done shall be subject to the review of the City's Project Manager or designee. Any and all technical questions, which may arise as to the quality and acceptability of materials furnished, work performed or

work to be performed, interpretation of the specified requirements and all technical questions as to acceptable fulfillment of the Contract on the part of the Contractor shall be referred to the Project Manager who will resolve such questions.

The Work shall be subject at all times to review by the City. The City shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed review. The City shall not be responsible for the acts or omissions of the Contractor. Any changes to the scope of work or any deviations from the contract documents must be approved in writing through the Project Manager and Purchasing & Contracting Administrator.

9. **CONTRACTOR'S DUTY & PERFORMANCE:** Contractor's services will meet the minimum level of care and skill ordinarily used by members of Contractor's occupation/profession performing the type of services provided herein within the State of Florida.

Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over assembly means, methods, techniques, sequences, and procedures, and coordinating all portions of the Work under this Contract, unless the Contract Documents give other specific instructions concerning these matters.

Failure to fully perform to the requirements specified herein in an effective and timely fashion will be unacceptable to the City and upon notice from the Project Manager or designee, the Contractor agrees to implement immediate corrective measures.

Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work.

Unless otherwise provided in the Contract Documents, Contractor shall pay all sales, use, and other similar taxes.

Contractor shall hold and maintain at all times during the term of this Contract all federal, state, and local licenses necessary to perform the Work under the Contract.

Cleanup - The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or Work. At the completion of the Work, the Contractor shall remove all their rubbish, tools, scaffolding and surplus materials and shall leave the work area "broom clean" or its equivalent, unless more exactly specified, and shall insure

that all debris and other unsightly objects are removed and disposed of in a satisfactory manner. At no additional expense to the City, the Contractor will restore to their original conditions or better, as nearly as practicable, those portions of the site not designated for alteration and all such property, structure, utilities, landscaping, etc., disturbed or damaged during the prosecution of the Work. Final payment will be withheld until such clean up and repairs are completed.

The Work will be considered complete only after all debris and unused material due to or connected with the Work have been removed and the surrounding area left in a condition satisfactory to the City. In the event the City finds that the Contractor has not complied in keeping the job site clean, the City may, after twenty-four (24) hours written notice to the Contractor to correct the situation, elect to have the job site cleaned by an independent labor force. The cost of cleaning by said independent labor force shall be deducted from the monies due the Contractor.

10. **GUARANTEE:** Contractor warrants all services provided and work performed for a period of not less than one (1) year from the contract completion date. Contractor shall provide the standard manufacturers' warranties for the equipment furnished under this contract. The making of the final payment by the City to the Contractor shall not relieve the Contractor of any warranty responsibilities.

11. **CONTRACTOR'S RESPONSIBILITY FOR WORK:** Until acceptance of Work by the City, the Work shall be under the charge and care of the Contractor, and he shall take every necessary precaution against damage to the Work by action of the elements or form any other cause whatsoever, whether arising from execution or from the non-execution of the Work. The Contractor shall reprint, repair, restore, and make good, without additional compensation, all damage to any portion of the Work occasioned by any cause, other than the sole and active negligence of the City, before its completion and acceptance.

Materials and equipment shall be stored so as to incur the preservation of their quality and fitness for the Work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials and equipment shall be located so as to facilitate prompt inspection.

12. **UNCONTROLLABLE CIRCUMSTANCES ("FORCE MAJEURE"):**

Contractor shall not be subject to any liability for failure to carry out any of the terms of this Contract to the extent that such failure shall be due to a Force Majeure event, as defined herein. Contractor shall not be relieved from liability for failures that are due to a Force Majeure event

that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact of such event. Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the Contractor claiming Force Majeure: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the state of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the Contractor claiming Force Majeure. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

13. **SUBCONTRACTS AND ASSIGNABILITY:** The Contractor shall not assign any interest in the Contract and shall not transfer any interest in the same without the prior written consent of the City. Any subcontracts or other work which is performed by persons or firms other than the Contractor under this Contract or any work orders shall have prior written approval of the City. Any subcontracts, outside associates, or other Contractors required by the Contractor in connection with services covered by this Contract must be specifically approved by the City, thereby:

    A. Thereby approval will be given only after the Surety on the Contract Bond has informed the City in writing that it approves of such assignment being made.

    B. In the event the Contractor shall undertake to assign all or any part of any monies due or to become due under the Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any of such monies shall be subject to the prior liens of all persons for services rendered or materials supplied for the performance of all Work embraced by the Contract.

14. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees of the City. Contractor shall have the right to control and direct the means and methods by which the Work is accomplished. Contractor may perform services for others, which solely utilize Contractor's facilities and do not violate any

confidentiality requirements of this Contract. Contractor is solely responsible for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties with respect to Contractor, its officers, agents, and employees, shall include, but limited to:

A. Providing Worker's Compensation coverage for employees as required by law; and
B. Hiring of any employees, assistants, or subcontractors necessary for performance of the Work; and
C. Providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; and
D. Payment of all federal, state, and local taxes income, or employment taxes, if Contractor is not a corporation, self-employment, Social Security taxes; and
E. Compliance with the Fair Labor Standards Act, 29U.S.C. §§201. Et. Seq., including payment of overtime in accordance with the requirements od said Act; and
F. Providing employee training for all functions necessary for performance of the Work; and
G. Providing equipment and materials necessary to the performance of the Work; and
H. Providing office or other facilities for the performance of the Work.

In the event the City provides training, equipment, materials, or facilities or otherwise facilitates performance of the Work, this shall not affect any of the Contractor's duties hereunder or alter Contractor's status as an independent contractor.

15. **PROTECTION OF PERSON AND PROPERTY:** The Contractor shall exercise precaution at all times for the protection of persons and property. The Contractor and all subcontractors shall strictly comply with all safety provisions of all applicable laws and ordinances and shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work in accordance with the U.S. Department of Labor Occupational Safety and Health Act and the laws of the State of Florida. Failure to comply with the Act constitutes a failure to perform on behalf of the Contractor. This Contract requires that the Contractor and any subcontractors hired by the Contractor agree to reimburse the City for any fines and/or court cost arising from penalties charged to the City for violations of OSHA committed by the Contractor or any subcontractor.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, all employees on the Work and all other persons who may be affected thereby; all the Work materials and equipment to be incorporated therein, whether in storage on or off the project site or adjacent thereto, including vehicles and equipment therein, trees, shrubs, lawn, walks, pavements, structures, and utilities including, but not limited to, fire hydrants, swales, gutters, sewer inlets, drainage ditches, etc. Contractor shall insure that its contract Work does not impair the proper functioning of these utilities.

The Contractor shall perform any Work and shall furnish and install materials and equipment necessary during an emergency endangering life or property. In all cases, the Contractor shall notify the City Project Manager of the emergency as soon as practicable but shall not wait for instruction before proceeding to properly protect both life and property.

The City has the right to order the Contractor to discontinue hazardous work practices upon verbal or written notice. It is required that the Contractor keep and maintain all necessary protective devices in place and in proper condition at all times where Work is being performed, to prevent injury to person or damage to public or private property.

The Contractor shall be held responsible for such safety and protection until final written acceptance of the Work is issued by the City.

**16. INDEMNIFICATION & INSURANCE:**

**INDEMNIFICATION -** For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor, including but not limited to the Contractor's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter Contractor) hereby agrees to indemnify, hold harmless and defend the City of Titusville, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter City) against any and all liability, loss, cost damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Contractor in the execution, performance or non-performance or failure to adequately perform Contractor's obligation pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of

the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

In addition, Contractor shall indemnify, defend and hold harmless City against all liability, costs, expense, expert witnesses' fees, attorney's fees of an attorney chosen or approved by the City, claims, losses or damages that the City may incur arising from the following:

1. A violation by Contractor of any applicable federal, state or local law, rule or regulation including, without limitation, performance conditions in this Agreement.

2. Any penalty or fine incurred by or assessed against City to the extent caused by any act of the Contractor;

3. Any injury, illness, disease, death or other harms suffered or incurred by any employee of Contractor, resulting from the failure of Contractor to comply with applicable health and safety procedures, regardless of whether or not the entity involved has adopted OSHA or EPA safety and health protocols and procedures;

4. Any patent or copyright infringement by Contractor;

5. Any lien or other claim by contractor inconsistent with this Agreement;

6. Any obligation of City resulting from Contractor's errors, omissions or breach of obligation.

**17.** **INSURANCE** - The Contractor shall not commence Work under this Contract until he has obtained and provided insurance of the character specified in the Contract Documents and in such amounts that will provide adequate protection to the City and the Contractor against all Liabilities, damages, and accidents, nor shall he commence Work until such insurance has been approved by the City. The Contractor shall not allow any Subcontractor to commence on their subcontract until all insurance required of the subcontract has been obtained and approved in the same manner. Neither the approval by the City nor a failure to disapprove insurance furnished by the Contractor or Subcontractor release the Contractor or Subcontractor of full responsibility for liability, damages, or accidents.

The Contractor and each Subcontractor shall maintain such required insurance during the life of the Contract, and no modification or change of insurance coverage and/or provision shall be made without thirty (30) days advance notice to the City. Coverage shall be as follows:

1) Commercial General Liability Insurance coverage on an occurrence basis in the minimum amount of $1,000,000 per occurrence and $2,000,000 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury and advertising liability and medical payments. The City shall be named as an Additional Insured.
2) Auto Liability Insurance, covering all vehicles, owned or otherwise, used in connection with this contract, with a minimum combined single limit of $1,000,000, including hired and non-owned liability and $25,000 medical payment.
3) Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor(s) to provide evidence of this coverage. Workers' Compensation exemption forms are only accepted for independent contractors and sole proprietorships that perform the work or services required of the City themselves, they shall not have employees or sub-contract the work to other entities or individuals. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable. All workers' compensation policies must include coverage for employer liability of $500,000 for each accident and each disease.
4) In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy (Errors and omissions, Directors and Officers, Architect and Engineers, Etc.) in the amount of $2,000,000 per claim.
5) In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.
6) In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided

under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the City as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

**18. BONDS:**

A. **PERFORMANCE AND PAYMENT BONDS** – Pursuant to stipulations hereto, a performance and payment bond, on the prescribed form and equal to 100% of the contract amount will be required for this Contract prior to any commencement of Work.

B. **MAINTENANCE BOND** – A maintenance bond, equal to ten percent (10%) of the final contract amount will be required pursuant to the Contract Documents hereto in form acceptable to the City Attorney

C. **ADDITIONAL BONDS** – It is further agreed between the parties hereto, that if at any time after the execution of this Contract and the Performance Bond hereto attached for its faithful performance, the City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, within five (5) days after receipt of notice from the City to do so, the Contractor shall, at their own expense, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the City.

**19. GENERAL PERSONNEL:** The Contractor represents that it will secure at its own expense all personnel and subcontractors required for services, which are necessary to complete the Work as described in this Contract. All services under this Contract shall be performed by the Contractor or subcontractor and all persons engaged in work under the Contract shall be qualified to perform such services and authorized under federal, state, and local laws to perform such services.

Personnel who perform services under this Contract shall not be employees of the City.

All workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any worker including supervisors, employed by the Contractor or subcontractor who, in the opinion of the City does not perform Work under this Contract in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the City, be discharged immediately and shall not be employed again in any portion or the Work without the approval of the City.

The Contractor shall at all times be responsible for the conduct and discipline of their employees and/or any subcontractor or persons employed by subcontractors. The Contractor shall provide a current listing of names and license numbers of all personnel executing Work related to this contract. This listing shall be updated by the Contractor within three days of a personnel change.

20. **EQUAL OPPORTUNITY EMPLOYER:** The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to voluntarily comply with EOE regulations with regards to gender, age, race, veteran status, country of origin, and creed. Any subcontracts the Contractor may enter into shall make reference to this clause with the same degree of application being encountered. When applicable the Contractor shall comply with all State or Federal EOE regulations.

21. **DRUG-FREE WORKPLACE:** Upon execution of this Contract, Contractor shall submit to the Client a sworn statement on the attached form and incorporated herein, in accordance with the provisions of Florida Statute 287.087.

22. **HUMAN TRAFFICKING AFFIDAVIT**. Upon execution of this Contract, Contractor shall submit a sworn statement to the Client on the attached form and incorporated herein, in accordance with the provisions of Florida Statute 787.06(13).

23. **PUBLIC ENTITY CRIME**: Upon execution of this Contract, Contractor shall submit to the Client a sworn statement on the attached form and incorporated herein, in accordance with provisions of section 287.133 (1), Florida Statutes, stating whether a person or affiliate as defined has been convicted of a public entity crime subsequent to July 1, 1989.

24. **E-VERIFY:** As a condition precedent to entering into a Contract as a result of this bid/proposal, and in compliance with Section 448.095, Florida Statutes, Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all

employees hired after January 2, 2021.

A. The City shall not enter into, or renew, a contract with a Contractor that is not enrolled in E-Verify. Any Contractor that has a contract with the City shall be contractually obligated to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The Contractor shall provide the City acceptable evidence of their enrollment at time of execution of the contract or renewal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the Business.

B. Contractor shall require of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

C. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statute or the provision of this section shall terminate the contract with the person or entity.

D. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

E. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Florida Statute. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public Contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

F. Subcontracts: Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

25. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT:** Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR § 52.204-24 through 52.204-26. By executing this Contract, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Contract. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

26. **SCRUTINIZED COMPANIES:** In accordance with Sections 287.135, Florida Statutes, prohibit state agencies departments, and local government entities from contracting with Scrutinized Companies. Contractor and Subcontractor(s) shall complete the Affidavit form provided in the bid/proposal booklet and hereby incorporated as part of the Contract Documents. Contractor and Subcontractor shall affirm not to be on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to s. 215.473, Florida Statutes, nor have business operations in Cuba or Syria and are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or participating in a boycott of Israel. The Contractor or Subcontractor further acknowledges and agrees that the City may immediately terminate this Contract and any subsequent renewal Contract for cause if the Contractor or Subcontractor is found to have submitted a false certification or if the Contractor or Subcontractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the Term of the Contract. Further, the Contractor or Subcontractor acknowledges and agrees that a false certification or representation hereunder is a material breach of this Contract, and the Contract shall be terminated by the City if the Contractor or Subcontractor and any actively contracted company for the Contractor or Subcontractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

27. **ANTI-DISCRIMINATION:** Contractor for itself, its personal representatives, successors in

interests, assigns, subcontractors, and sub-leases, as a part of the consideration hereof—hereby covenants and agrees that:

A. No person on the grounds of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

B. No Employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Contract.

**28. DISCRIMINATORY VENDOR LIST:** Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a),Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

**29. GRATUITIES AND KICKBACKS:**

A. **GRATUITIES**

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or

application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore.

B. **KICKBACKS**
It must be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

C. **CONTRACT CLAUSE**
The prohibition against gratuities and kickbacks prescribed in this section must be conspicuously set forth in every Contract and subcontract and solicitation, therefore.

30. **FOREIGN GIFTS AND CONTRACTS:** The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 268.101(7)(b), Florida Statutes: "In addition to any fine assessed under Florida Statutes 286.101(7)(a), a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission.

31. **ANTITRUST VIOLATIONS; DENIAL OR REVOCATION:** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

**32. ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM:**

Pursuant to Florida Statute 287.05701, local governments cannot give preference to a contractor based on social, political or ideological interests such as those listed directly below. Contractors are also prohibited from giving preference to subcontractors based on the below listed factors. Violations will result in termination of this Contract and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

A. The Contractor's political opinions, speech, or affiliations.
B. The Contractor's religious beliefs, religious exercise, or religious affiliations.
C. The Contractor's lawful ownership of a firearm.
D. The Contractor's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
E. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
F. The Contractor's support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking.
G. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described in this paragraph.
H. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law:
    1. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures;
    2. Social governance standards, benchmarks, or
    3. requirements, including, but not limited to, environmental or social justice;
    4. Corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or
    5. Policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

33. **NON-APPROPRIATIONS:** This Contract will remain in full force and effect only as long as the expenditures provided for the Contract have been appropriated by the City Council in the annual budget for each fiscal year of the Contract, or availability and award of CDBG funds from HUD to the City, and is subject to termination without penalty if funding is not appropriated.

34. **SEVERABILITY:** If any clause or provision of this contract is found illegal, invalid, or unenforceable under present or future laws effective during the Term of this Contract, then and only in that event, it shall be the intention of the parties that the remainder of this Contract, and the Term covered thereby, shall not be affected. All rights, powers, and privileges conferred by this Contract upon the Parties shall be cumulative but not restricted to those given by law.

35. **TERMINATION:**

A. **TERMINATION FOR CAUSE:** The Contract may be terminated by the City for cause in the event of any breach hereof, including but not limited to, Contractor's:

1. Failing to carry forward and complete Work in accordance with the requirements hereof; or
2. Failing to comply with applicable laws, regulations, permits, or ordinances'; or
3. Failing to timely commence or continuously and vigorously pursue correction of defective Work; or
4. Making a general assignment for the benefit of its creditors; or
5. Having receiver appointed because of insolvency; or
6. Filing bankruptcy or having a petition for involuntary bankruptcy filed against it; or
7. Failing to make prompt payments, when properly due, to subcontractors, vendors, or others for materials or labor used in the Work; or
8. Making material misrepresentation to the City regarding Work or performance thereof.

The City shall provide Contractor with written notice of its intention to terminate this Contract for cause, which shall provide the effective date of the termination. Such notice shall state the nature of the deficiency and, at the City's sole judgment and discretion, may afford Contractor an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure said deficiency. If the deficiency has not been corrected within the time allotted, the City may take possession of the Work and finish the Work by whatever method(s) the City deems expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is completed and accepted by the City. If

the unpaid balance of the total compensation exceeds the expense of completing Work, including compensation for additional managerial and administrative services, the excess will be paid to Contractor. If the expense exceeds the unpaid balance, Contractor shall pay the difference to the City. The expense incurred by the City and the damage incurred through Contractor's default will be certified by the City.

B. **TERMINATION FOR CONVENIENCE:** Notwithstanding any other provision of this Contract, the City may terminate this Contract, or any Work issued under it, in whole or in part, at any time, with or without cause, upon ten (10) days written notice to the Contractor.

Upon receiving notice of termination, the Contractor shall discontinue the Work on the date and to the extent specified in the notice and shall place no further orders for materials, equipment, services, or facilities except as needed to continue any portion of the Work that was not terminated. The Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

In the event of such termination, the Contractor shall be compensated for any Work performed prior to the date of the termination and for materials that were ordered prior to the receipt of notice of termination that cannot be returned to the vendor. Any such materials shall become the property of the City. Contractor waives all claims for compensation in excess of that which is specially provided for herein, including but not limited to, loss of anticipated profits; idle equipment, labor, facilities; and claims of subcontractors and vendors.

C. **BANKRUPTCY:** If the Contractor shall be adjudged bankrupt; or if it should make a general assignment for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of their property; or if it should persistently or repeatedly refuse or fail to make prompt payment to a person(s) supplying labor or materials for the Work under the Contract; or persistently disregard instructions of the Purchasing & Contracting Administrator; or fail to observe or perform any provisions of the Contract Documents; or otherwise be guilty of a substantial violation of any provisions of the Contract Documents, the City may – by at least ten (10) days prior written notice to the Contractor – without prejudice to any other rights or remedies of the City under the Contract, terminate the Contractor's right to proceed with the Work. In such event, the City may take over the Work and proceed with same to Completion – by Contract or otherwise – and the Contractor and

its Sureties shall be liable to the City for any excess cost incurred by the City. In such case, the City may take possession of and utilize in completing the Work, such necessary materials, appliances, and plant as may be on the site of the Project. The foregoing provisions are in addition to, and not in limitation of, the right of the City under any other provisions of the Contract Documents.

36. **COMPLIANCE WITH LAW:** The Contractor expressly agrees to comply with all known laws and regulations relating to providing services under this Contract. The failure of the Contractor to adhere to any known law or regulation pertaining to furnishing services under this Contract shall constitute a material breach of this Contract.

37. **CERTIFICATION OF RESTRICTION ON LOBBYING:** The Contractor agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.

    If any funds other than Federal appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any Florida Department of Transportation (FDOT) Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with the instructions.

38. **GOVERNING LAW:** The laws of the State of Florida shall govern this Contract.

39. **VENUE:** In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings shall be in Brevard County, Florida.

40. **WAIVER OF TRIAL BY JURY:** The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

41. **ATTORNEY'S FEES:** In the event of any legal or administrative proceedings arising from or related to this Contract, including appeals, each party shall bear its own costs and attorney's fees.

42. **CONFLICT OF INTEREST:** No officer, member or employee of the City or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in this contract or any related subcontract, or the proceeds thereof. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

43. **CONFLICTING PROVISIONS:** Notwithstanding any other provision in this Contract Document, whenever any provisions in the Contract Documents are inconsistent or conflict, the stricter provision shall prevail.

44. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company corporation individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, or making of this Contract. For the breach or violation of this paragraph, the City shall have the right to terminate the Contract without liability and, at its discretion, deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

45. **CONSTRUING PROVISIONS:** This Contract shall not be construed against the party who drafted the same, as both parties have obtained experts for their choosing to review the legal and business adequacy of the same. In any conflict between the Technical Specifications, and the General terms of this Contract, the provisions of the latter shall prevail.

46. **SEPARATE COUNTERPARTS & EXECUTION:** This Contract and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same contract. Execution and delivery of this Contract and any amendments by the Parties shall be legally valid and effective through; (i) executing and delivering the paper copy of the documents, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in "portable document format" (",pdf") or other electronically scanned format, or (iii) creating, generating, sending, receiving, or storing by electronic means this Contract and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Contract

(i.e. "electronic signature" through a process such as DocuSign®). In making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of the Contract is sought.

47. **RETENTION AND REVIEW OF RECORDS:** The Contractor and its subcontractors or suppliers shall retain all records relating to this Contract for a period of five (5) years, or as further directed by local, state, or federal regulations, from the date that the City makes final payment, and all other pending matters are closed.

    The Contractor and its subcontractors or suppliers shall make available all books, documents, papers, and records of the Contractor or its subcontractor or suppliers, which are directly pertinent to this Contract, to the City's Purchasing and Contracting Administrator or their duly authorized representative, or the U.S. Comptroller General or Inspector General, or the Auditor General, or FDEP duly authorized representative for the purpose of making an audit, inspection, review, copying, excerpts and transcriptions. The Contractor and its subcontractors will permit such representatives to interview employees on the job during working hours.

48. **AUDIT RIGHTS:** The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the Contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must all the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the Contract.

49. **PUBLIC RECORDS:** Records of the Contractor that are made or received in the course or performance of the Contractor's obligations under this Contract may be public records that are subject to the requirements of Chapter 119, Florida Statutes and accordingly Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. However, some records may be confidential or exempt from disclosure under Chapter 119, Florida Statute. In the event the Contractor receives a request for any such records, the Contractor shall notify the City and comply with Chapter 119, Florida Statute. The Contractor shall not prepare any news or press release in any way related to this Contract, without the City's written consent. Contractor hereby agrees to comply with the following:

A. As provided in Section 119.0701, Florida Statutes, the Contractor is required to, and by executing this Contract, the Contractor agrees to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.
2. 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 119.07, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized the law for the duration of the contract term and following the completion of the Contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records as required by the City to perform the service. If the Contractor transfers all public records upon completion of the Contract, 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, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to 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.

B. The term "public record" as used in this provision include all documents, papers, letters, maps, books, tapes, photographs, films, sound records, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

**IF CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF**

**PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. WASHINGTON AVE., TITUSVILLE, FL 32796.**

***** THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK *****

**IN WITNESS WHEREOF,** the parties hereto have accepted, made, and executed this Contract upon the terms and conditions above stated.

**CONTRACTOR**:
.

By: _____

Date:_____

**OWNER**:
City of Titusville
555 S. Washington Avenue
Titusville, FL 32796

By: _____
Andrew Connors, Mayor

Date: _____

**ATTEST:**

_____
Wanda F. Wells, City Clerk
Date: _____

APPROVED AS TO FORM:

_____
City Attorney

Date: _____

APPROVED AS TO CONTENT:

_____
Tom Abbate, City Manager

Date: _____

Staff Review & Preparation:

_____Date: _____
Leslie A. Rothering, Purchasing & Contracting Administrator

_____Date: _____
Kevin Cook, Public Works Director

Exhibit 1 – ITB Bid Document
Exhibit 2 – Contractor's Bid Submittal

# DIVISION 1

## SECTION 3

## BASIC CLAUSES

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3.1. Intent of Documents/Plans & Specifications:

The Documents, Plans & Specifications are an integrated part of the Contract Documents and as such will not stand alone if used independently, but instead establish minimum standards of quality for this Project. They do not purport to cover all details entering into the design and construction of materials or equipment. The intent of the Contract Documents is to set forth requirements of performance, type of equipment and structures, and standards of materials and construction. It is also intended to include all labor and materials, equipment, and transportation necessary for the proper execution of the Work, to require new material and equipment unless otherwise indicated, and to require complete performance of the Work in spite of omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

The Contractor will be supplied with three (3) copies of the Plans, Specifications, and other Contract Documents. He shall have available at the site at all times one copy each of said Plans, Specifications, and other Contract Documents. Additional copies can be obtained by the Contractor from the office of the Purchasing & Contracting Administrator for the cost of reproduction.

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, or discrepancy in the Contract Documents, he shall call it to the Purchasing & Contracting Administrator's attention in writing at once and before proceeding with the Work affected thereby, however, he will not be liable to the Owner for his failure to discover any conflict, error, or discrepancy in the specifications or drawings.

The Contract Documents cover, with explicit provisions, all matters relating to the Work which, the Contractor undertakes to construct or perform in full compliance with such provisions. It is understood that the Contractor has, by personal examination and inquiry, if necessary, satisfied himself as to all local conditions and as to the meaning, requirements and reservations of the Contract Documents, for, after the award, no deviation will be allowed from the Purchasing & Contracting Administrator's interpretation thereof.

3.2. Changes in Work:

a) The Owner reserves the right to make such changes in the Plans and/or Specifications within the general scope of the Contract at any time by a written Change Order that may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. In making any change, the charge or credit for the change shall be approximately determined by one of the following methods prior to the issuance of the order for the changed Work.

1) The change order shall set a total lump sum price for the change in the Work of the Contractor, including the Contractor's overhead and profit; also, the change order shall specify whether the amount is to be added to or deducted from the original contract price.

2) When the price for the Work is determined on the basis of the number of units used, estimate the number of units which are changed, multiply the estimated number of unit(s) by the price (the price shall include the Contractor's overhead and profit) and this new total shall be specified on the change order as to whether it is to be added or deducted from the original contract price.

b) The Contractor shall not proceed with the changes in the Work until a written Notice to Proceed with the change is received from the Purchasing & Contracting Administrator. The Contractor shall keep a tally of the correct amount of the costs of the changes together with all vouchers, invoices, etc., as directed by the Owner. These records shall be made available to the Owner at all times upon request.

c) Approved changes to the scope of Work may include an allowance for overhead and profit. The cost may also include all items of labor or materials such as the use of power tools, and equipment actually used. Public Liability and Workers Compensation Insurance, power, pro-rata charges for foremen, social security, old age, and unemployment insurance shall also be included. If any deductions are ordered, the credits shall be the net cost. Insurance not previously mentioned, (such as costs for bonds), superintendents, timekeepers, clerks, watchmen, use of small tools, incidental job burdens, and general office expenses are among the items that may be considered as overhead.

1) The Contractor shall, when required by the Owner, furnish to the Owner an itemized breakdown of the quantities and prices used in computing the value of any proposed change order.

2) In calculating changes, the instructions for measurement of quantities set forth in the Specifications shall be followed.

d) Should the Contractor encounter, or the Owner discover, during the progress of the Work subsurface or latent conditions at the site materially differing from those shown on the drawings or indicated in the Specifications (or conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character provided for in the drawings and specifications), the attention of the Owner shall be called immediately to such conditions before they are disturbed (notice to be provided to the Owner in writing.) The Owner shall thereupon promptly investigate the conditions, and if he finds they do so materially differ, the Contract shall, with the written approval of the Owner, be modified to provide for any increase or decrease of cost, or difference in time resulting from such conditions.

3.3. Reserved (not used)

3.4. Delays:

Those delays that in the determination of the Purchasing & Contracting Administrator are outside the direct control of the Contractor are compensable in nature provided ample written justification is posted with and approved by the Purchasing & Contracting Administrator. The City reserves the right to deny any requests for delay relief if the request is found invalid or without merit.

3.5. Separate Contract:

The Owner reserves the right to let other Contracts in connection with this project. The Contractor shall afford other contractors a reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his Work with theirs.

If any part of the Contractor's Work depends on the proper execution or results of the Work of any other contractor, the Contractor shall inspect and properly report to the Purchasing & Contracting Administrator any defect in such Work that renders it unsuitable for such proper execution and results.

The Contractor shall agree, and hereby does agree, to make no claims against the Owner for additional payment due to delays or other conditions created by the operations of such other contractors. If there is a difference of opinion as to the respective rights of the Contractor and others doing Work within the limits of or adjacent to the project, the Purchasing & Contracting Administrator will decide as to the respective rights of the various parties involved in order to secure the completion of the Owner's Work, in general harmony and in a satisfactory manner and his decisions shall be final and binding on the Contractor.

3.6. Reserved (not used)

3.7. Subcontracts:

a) The City reserves the right under this contract to approve or disapprove any proposed subcontractor.

b) The Contractor shall utilize the services of specialty subcontractors on those parts of the Work which under normal contracting practices are performed by specialty subcontractors; however, should the Owner determine that the specialty work in question has been customarily performed by the Contractor's own organization and it is competent to perform such Work, the Contractor shall be permitted to do so. Should the Owner determine that the performance of any specialty Work by the specialty subcontractors will result in substantially increased costs or inordinate delays, the requirements of this paragraph shall not apply.

c) Pursuant to 1.4.7 (a) above, the Contractor shall not award any Work to any subcontractor without prior written approval of the Owner. The Owner will not grant approval until the Contractor submits all information requested by the Owner. The Owner will attempt not to unduly delay the Contractor.

d) The Contractor shall be fully as responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by the contractor.

e) The Contractor shall cause appropriate provisions to be inserted in all subcontracts to bind subcontractors to the contractor by the terms of these General Conditions and other pertinent contract documents as applicable to the Work of the subcontractor. The Contractor shall also have provisions included in all subcontracts giving them the same powers of termination as the Owner may exercise over the Contractor under any provisions of the Contract Documents.

f) Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

3.8. Assignments of Contract:

No assignment by the Contractor of the contract or any part thereof, or any monies due or to become due, shall be made without the prior written approval of the Owner. As a condition precedent to the assignment, the surety on the Contract Bond must inform the Owner **in writing** that it approves of such assignment being made.

In the event that the Contractor shall undertake to assign all or any part of any monies due or to become due under the Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any of such monies shall be subject to the prior liens of all persons for services rendered or materials supplied for the performance of all Work embraced by the Contract.

3.9. Schedule:

Before Work is commenced under this contract, the Contractor shall submit to the Purchasing & Contracting Administrator a schedule of his operations, showing the order in which, and the approximate time at which he plans to begin the various sections, locations, or phases of his operations. This schedule is requested in order that operations of other contractors may be coordinated with the Work under this Contract, and in cases where the Work will interfere with the use of public streets, the routing of traffic may be properly planned. The Contractor shall cooperate with the City in developing a schedule that will best serve the interest of all parties affected. The schedule shall become an integral and binding part of this contract.

a) Work Hours: Working hours will be dawn to dusk, Monday through Saturday. No work shall be conducted on Sunday.

3.10. Shop Drawings:

a) In the type of Work for which detail drawings are necessary, the Contractor shall submit, **to the City's Project Manager, for approval by the appropriate parties,** copies of all shop drawings and schedules required for all portions of the Work, and no Work shall be fabricated by the Contractor, save at his own risk, until such approval has been given. Copies of these drawings and schedules shall be furnished in such number as the Purchasing & Contracting Administrator may direct.

b) The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for proper review; and no claim by the Contractor for delays, arising from his failure in this respect, shall be allowed unless the City substantially impacts the review process. Should this occur, a contract time adjustment will be considered.

c) All shop drawings submitted must bear proper approval by the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without a stamp of approval shall not be considered and will be returned to the Contractor for re-submission. If the shop drawings show variations from the requirements of the Contract Documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation

in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise, the Contractor shall not be relieved of the responsibility for executing the Work in accordance with the Contract Documents even though such shop drawings have been approved.

d) Where a shop drawing as submitted by the Contractor indicates a departure from the Contract which the City's Project Manager deems to be a minor adjustment in the interest of the Owner and which does not involve a change in the Contract price or extension of time, shall be referred to the Purchasing & Contracting Administrator prior to approval by the Project Manager.

e) Approval by the City's Project Manager of shop drawings will be general and shall not relieve the Contractor from the responsibility for adherence to all Contract terms, nor shall it relieve him of the responsibility for any error, which may exist.

3.11. Material and Workmanship:

Unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new. All Workmanship shall be first class and by persons qualified in the respective trades necessary to properly complete the contract.

3.12. Inspection and Testing of Materials:

Contractor is responsible for all the testing required on this project. The Contractor shall also be responsible for any rework or corrections to the work, and/or removal and replacement of the work as a result of failed tests as well as any additional testing.

The Purchasing & Contracting Administrator or the Project Manager may require any or all materials to be subjected to test by means of samples or other manner, at specific production points or after delivery. The City reserves the right to require additional testing to confirm quality and compliance with specifications. If the City requires testing by a third party, the Contractor shall afford such facilities as the Project Manager may require for collecting and forwarding samples. The Contractor shall provide the City satisfactory evidence such as manufacturer or supplier certificates, which will be subject to verification by the City, for the materials and finished articles furnished by the Contractor.

3.13. Engineer's Stamp:

As necessary, the Contractor will be responsible for the securing of all engineering stamps for any shop drawing(s) submitted for approval.

# DIVISION 1

## SECTION 4

## SITE REQUIREMENT

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4.1. Sanitary Provisions:

The Contractor shall provide and maintain at his own expense, in a sanitary condition, such accommodations for the use of his employees as are necessary to comply with the requirements and regulation of the governing body, State Board of Health, local codes, or of the regulatory agency having jurisdiction at the particular location. He shall permit no public nuisance. The Contractor shall furnish at his cost an adequate supply of drinking water for his employees.

4.2. Water and Electric Meters:

The Contractor shall pay for all water and electricity used during the construction and testing of Work, and shall make all necessary arrangements for meters to measure the quantities used. All water required shall be purchased from the City's Water Resources division at the prevailing rates.

4.3. Storage of Materials:

Materials and equipment designed for permanent installation in the Work shall be carefully and properly stored and secured by the Contractor on the agreed-to site when delivered to ensure protection against deterioration of any type, theft or pilfering. These materials shall be so placed as to cause a minimum of inconvenience to other contractors on the Work and to the public. The stored items shall be arranged to facilitate inspections and any deterioration shall be grounds for rejection. If material stored on the job and paid for under the terms of the Contract is damaged or stolen before its incorporation in the Work, the amount paid the Contractor for the damaged or stolen material shall be deducted from the next estimate. Lawns, grass plots, or other private property shall not be used for storage purposes without written permission of the Owner. Documents allowing such storage shall be forwarded to the Purchasing & Contracting Administrator for his approval. The Contractor shall assure that stored materials do not have a deleterious effect on protected vegetation.

4.4. Salvage of Materials and Equipment:

Any materials, equipment, and machinery, considered by the Purchasing & Contracting Administrator to have a salvageable value, and that was a part of the structure, site, or right-of-way, prior to commencement of Work under this Contract, shall remain the property of the City. The Contractor shall remove such items and suitably store at the site, such that no damage, theft, or disposal of the items be conveyed without the expressed written permission of the Purchasing & Contracting Administrator subject to final disposition by the City. The Purchasing & Contracting Administrator shall provide the Contractor with a list of salvageable materials and equipment at the outset of the project and any modifications thereto shall be made in writing. The Purchasing & Contracting Administrator shall set forth in said letter the specific time for which the Contractor is responsible for the salvageable materials, equipment, etc.

# DIVISION 1

## SECTION 5

## INSURANCE, PATENTS, PERMITS & TAXES

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5.1. Insurance:

A. The Contractor shall not commence Work under this Contract until he has obtained and provided insurance of the character specified below and in such amounts that will provide adequate protection to the Owner and the Contractor against all liabilities, damages, and accidents. The insurance obtained by the Contractor is subject to the approval of the Owner. The Contractor shall not allow any Subcontractor to commence Work on his subcontract until all insurance required of the subcontractor has been so obtained, provided, and approved. Neither the approval of the Owner nor a failure to disapprove insurance furnished by the Contractor or subcontractor shall release the Contractor or Subcontractor of full responsibility for liability, damages, and accidents as set forth herein. Attention is hereby directed to the provisions of Division 1, General Conditions, subsection 9.4.

B. The Contractor and each subcontractor shall maintain such required insurance during the life of this contract, and no modification or change of insurance coverage and provision shall be made without thirty (30) days written advance notice to the Purchasing & Contracting Administrator.

1) Worker's Compensation Insurance: The Contractor shall procure and maintain during the life of this contract Workers' Compensation Insurance for all his employees employed at the site of the project in accordance with all statutory requirements and, in case any Work is subcontracted, the Contractor shall require the Subcontractor to similarly provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous Work under contract at the site of the project are not protected under the Workers' statute, the Contractor shall provide and cause each Subcontractor to provide adequate Insurance for the protection of his employees not otherwise protected.

2) Contractor's Comprehensive Public Liability & Property Damage Insurance: the Contractor shall procure and maintain during the life of this contract such Contractor's Comprehensive Liability and Property Damage Insurance that shall protect him and any Subcontractor performing Work covered by this contract from claim for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by himself or *by* any other Subcontractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:

a) Contractor's Comprehensive Public Liability in an amount not less than $1,000,000 for injuries, including wrongful death, to any one person in any one accident, and for more than one person in any one accident, in an amount not less than $1,000,0000.

b) Contractor's Comprehensive Property Damage Insurance in any one accident in an amount not less than $ 500,000. This insurance shall be extended to cover damage to underground wire, pipes, ducts, conduits, etc.

3) Contingent Liability: The Contractor shall furnish evidence to the Owner in the form of an insurance policy naming the Owner as the certificate holder that he has provided Protective Public Liability and Property Damage Insurance in the amounts above specified for himself and any subcontractors.

4) The Contractor shall acquire and maintain during the life of this Contract such Automobile Public Liability and Property Damage Insurance as shall protect him and any Subcontractor performing Work covered by this Contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

a) Automobile Public Liability Insurance in an amount not less than $1,000,0000 for injuries, including wrongful death to any one person in any one accident, and for more than one person in any one accident, in an amount of not less than $1,000,0000.

b) Automobile Property Damage Insurance in any one accident in an amount not less than $100,000.

5) In types or classes of Work which include, all or in part, building or structures which may be subject to damage by fire, wind, or vandalism, the Contractor shall take out and maintain during the life of this contract what is commonly known as "Builders Risk Insurance" covering fire, wind, extended coverage, and vandalism, in an amount equal to one hundred percent (100%) of the contract price pertaining to such building(s) or structure(s).

6) Proof of Coverage of Insurance: The Contractor shall furnish the Owner with satisfactory proof of coverage (e.g., Certificate of Insurance) of the insurance required naming the City as additionally ensured thereon, but the failure to provide adequate insurance shall not relieve the Contractor's responsibility to protect the Owner wholly from all such claims and damages.

5.2. Patents:

It is mutually understood and agreed that without exception, Contract prices are to include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the Work. It is the intent that whenever the Contractor is required or desires to use any design, device, material, or process covered by letters, patent, or copyright, the right for such use shall be provided for by suitable legal agreements with the Patentee or Owner and a copy of this agreement shall be filed with the Purchasing & Contracting Administrator. However, whether or not such an agreement is made or filed as noted, the Contractor and the Surety in all cases shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, material or process, to be performed under the Contract, and shall indemnify the City from any costs, expenses, and damages which it may be obliged to pay, by reason of such infringement, at any time during the prosecution or after the completion of the Work.

5.3. Legal Restrictions, Licenses and Permits:

The Contractor is assumed to be familiar with all Federal, State, County, City and other laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or equipment used in or upon the site, or in any way affect the conduct of the Work. No pleas of misunderstanding or ignorance on the part of the Contractor will in any way serve to modify the provisions of the Contract. The Contractor, at all times, shall observe and comply with all Federal, State, County, City, and other laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work. The Contractor and his Surety shall indemnify and save harmless the Owner, and all its officers, agents, and servants against any claim or liability arising from or based on the violation of such law, ordinance, regulation, order or decree, whether by himself or his employees.

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

5.4. Federal Excise Tax:

The forms needed for applying for exemption certificates for materials and equipment, normally subject to the Federal Excise Tax, may be obtained from the appropriate Federal agency (IRS). The contractor is solely responsible for obtaining the desired exemption certificate from the Federal government.

5.5. Savings Due to Excise Tax Exemptions:

The savings anticipated by the bidder due to exemption from Excise taxes shall be reflected in the bid price

# DIVISION 1

## SECTION 6

## CONTROL OF WORK

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6.1. Authority of the City's Project Manager:

The Project Manager (PM) is the employee of the City of Titusville responsible for the overall coordination, oversight and management of the Work. Instructions of the PM are to be strictly and promptly followed. The Contractor shall designate a complementary representative to receive such instructions in his absence, and failing to do so, will be held responsible for the execution of any instructions that may be necessary to be given in his absence.

The PM is to have free access to the site materials and the Work at all time for laying out, measuring, inspecting, or directing the same; and the Contractor is to afford him all necessary facilities and assistance for doing so.

All Work conducted or materials furnished are to be subject to the acceptance or the rejection of the PM, who shall determine the amount, quality, fitness, and the acceptability of the Work and the materials to be paid for and shall decide all questions or differences of opinion that may arise with the Contractor as to the interpretation of the plans and specifications. In the event of such questions or difference of opinion, the decision of the PM is to be a condition precedent to the Contractor's right to receive any money for the Work or materials to which the questions or difference of opinion relates. Any changes to the scope of work or any deviations from the contract documents must be approved in writing through the Purchasing & Contracting Administrator in accordance with Section 4, paragraph 4.2 Changes in Work.

The PM in conjunction with the Purchasing & Contracting Administrator shall have the authority to suspend the Work wholly or in part for such period(s) as may be deemed necessary, due to the unsuitable execution of the Work, or for such time as is necessary due to failure on the part of the Contractor to carry out orders given or perform any or all provisions of the Work. The Contractor shall not suspend the Work and shall not remove any equipment, tools, lumber, or other materials without the written permission of the Purchasing and Contracting Administrator.

6.2. Inspectors:

Inspectors employed by the City shall be authorized to inspect all Work done and material furnished. Such inspections may extend to all or any part of the Work and to the preparation or manufacture of material to be used. Inspectors shall be stationed on the Work to report to the PM as to the progress of the Work and manner in which it is being performed and to report whenever it appears that materials furnished, and Work performed by the Contractor fail to fulfill requirements of the specifications and contract. Inspectors shall call to the attention of the Contractor any such failures or default, but no inspection nor any failure to inspect at any time or place shall relieve the Contractor from any obligation to perform all of the Work strictly in accordance with the requirements of the drawings and specifications. In case of any dispute arising between the Contractor and the Inspector as to the materials furnished or manner of performing Work, the Inspector shall have the authority to reject materials or temporarily suspend the Work until the issue can be decided on by the PM in conjunction with the Purchasing & Contracting Administrator.

If the Contractor refuses to suspend operation on verbal order, the Inspector shall issue a written order giving the reason for shutting down the Work. After placing the order in the hands

of the person in charge, the Inspector shall immediately leave the Work site. Work completed during the absence of the Inspector, after such notice, will not be accepted or compensable.

Inspectors shall not be authorized to revoke, alter, enlarge, relax, or release any requirements of the plans and specifications. Inspectors shall in no case act as foremen or perform other duties for the Contractor, nor interfere with management of the Work by the latter. Any instructions, which Inspectors may give the Contractor, shall in no way be construed as releasing the Contractor from fulfillment of the terms of the Contract Documents.

The payment of any compensation, whatever may be its character or form, or the giving of any gratuity, or the granting of any valuable favor, by the Contractor to any Inspector, directly or indirectly, is strictly prohibited and any such act on the part of the Contractor will constitute a violation of this Contract.

6.3. Inspection:

The Contractor shall furnish the PM with every reasonable facility for ascertaining whether or not the Work as performed is in accordance with the requirements and intent of the plans, specifications, and contract. If the PM requests it, the Contractor shall at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examinations, the Contractor shall restore said portions of the Work to the standard requirements of and by these specifications. Should the Work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed shall be paid for as "extra Work"; but should the Work so exposed or examined prove unacceptable, the uncovering or removing should be paid at the Contractor's expense.

6.4. Construction Stakes:

The City will furnish basic control survey markers and benchmarks prior to start of construction and it shall be the responsibility of the Contractor to furnish and install all necessary construction stakes to establish lines and grades for the proper execution of the Work as shown on the plans or as specified.

6.5. Plans & Specifications:

The plans, specifications, special provisions, and any Addenda describe the Work and all materials and Workmanship. All dimensions must be in strict accordance with the plans, specifications, special provisions, and any addenda. Only the Purchasing & Contracting Administrator may, in writing, authorize exceptions. When a conflict arises, the standard specifications take precedence over the plans and the special provisions shall take precedence over the standard specifications. On all plans, the figured dimensions shall govern in case of discrepancy between the scaled dimensions and figures.

In the event the Contractor discovers any apparent error or discrepancy between the plans, specifications, or special provisions, he shall immediately call upon the Purchasing & Contracting Administrator for an interpretation and decision, and such decision shall be final. The Contractor shall take no advantage of any apparent error or omissions in the plans or specifications.

6.6. Cooperation of the Contractor Required:

The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof and he shall cooperate with the PM and with other contractors in every way possible. The Contractor shall have a competent superintendent on the Work at all times who is fully authorized as his agent on the Work. Such superintendent shall be capable of reading and thoroughly understanding the plans and contract documents, and shall receive and fulfill instructions from the PM, or the authorized representative. The Contractor and his superintendent shall provide all reasonable facilities to enable the PM and Inspector to inspect the Workmanship and materials entering in the Work.

6.7. Removal of Defective/Unauthorized Work:

All Work that has been rejected and/or condemned shall be remedied, or if necessary, removed and replaced in an acceptable manner by the Contractor at his own expense. Work done beyond the lines and grades shown on the plans -- except as herein provided -- or any Work done without authority will be considered as unauthorized and will not be measured or paid for by the City. If so ordered by the Owner, such unauthorized Work shall be removed, by the Contractor at his own expense.

6.8. Substantial Completion:

When the Work has progressed to a point whereby all contract line items are essentially complete and the Owner can take beneficial occupancy of the Work such that use can be made of the product, the Owner will schedule an inspection of the Work with the Contractor and representatives of any permitting agency that has jurisdiction over the Work and develop a list showing any outstanding items to be completed (i.e., punch-list) required to render complete, satisfactory and acceptable all the Work required under the contract. The Purchasing & Contracting Administrator shall issue a "Certificate of Substantial Completion" containing the punch-list, an anticipated date of final completion, and any other required closing documents or items. The Certificate of Substantial Completion will therefore establish the date when no further liquidated damages will be assessed, the tentative completion date, the punch-list, and any other conditions necessary to satisfactorily complete the project.

6.9. Final Inspection:

When the Contractor has fully completed all Work provided for under this Contract and the punch-list as provided for in the Certificate of Substantial Completion, and so notified the Purchasing & Contracting Administrator in writing, the PCAR will make a final inspection of the completed Work. If all Work is completed satisfactorily in accordance with all terms, provisions, and stipulations of drawing, specifications, and contract, the Purchasing & Contracting Administrator will issue a Certificate of Completion showing the entire amount of Work performed and compensation earned by the Contractor, including approved extra Work and compensation, therefore.

6.10. Certificate of Final Completion

Upon satisfaction of all the requirements of the Construction Contract, the City and Contractor will execute a *Certificate of Final Completion* in form found in these documents. The issuance of final payment for the Work shall be contingent on the execution of said certificate by the following individuals: Contractor; Engineer; Project Manager; City Engineer; Building Department Official; Project's Department Head; Purchasing & Contracting Administrator; and City Manager.

6.11. As-Built Plans:

The Contractor shall keep an accurate record of the changes, nature, location, and dimensions of all Work, especially such Work as may subsequently become concealed or inaccessible, and transmit this information, properly marked on a set of the contract plans, to the Purchasing & Contracting Administrator when the Work is complete. The City may opt to request these as-built plans in any medium it finds most suitable.

# DIVISION 1

## SECTION 7

## CONTRACTOR'S ORGANIZATION

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7.1 Character of Workmen and Equipment:

A. The Contractor shall employ such superintendents, foremen, and workmen which are competent, and the Purchasing & Contracting Administrator may demand the dismissal of any person(s) employed by the Contractor, in, about, or upon the Work site who shall exhibit misconduct or be incompetent or negligent in the proper performance of their duties, or neglects or refuses to comply with the directions given by the Owner or his representatives. Such person(s) shall not be employed again without the written consent of the Project Manager or the Purchasing & Contracting Administrator. Should the Contractor continue to employ or again employ such a person(s), the Purchasing & Contracting Administrator may suspend the Work until such orders are complied with totally. All workers must have sufficient skill and experience to properly perform the Work assigned them.

B. The Contractor shall furnish such equipment as is considered necessary for the execution of the Work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools, and machinery used for handling materials and executing any part of the Work shall be subject to the approval of the Project Manager and shall be maintained in a satisfactory Working condition. Equipment used on any portion of the Work shall be such that no injury to the Work, adjacent property, or personnel will result from its use. The Contract may be annulled if the Contractor fails to provide adequate and/or safe equipment for the project.

7.2 Qualifications for Employment:

With respect to all skilled, semi-skilled, and/or unskilled workers employed on the project under this Contract, preference in employment shall be given to perform the Work to local individuals and labor organizations capable of performing the necessary Work. No person shall be employed in violation of the State or Federal labor laws; no person under the age of 16 years shall be employed on the project under this Contract; the contractor shall provide that he shall not operate against the employment of physically handicapped persons, otherwise employable where such persons may be safely assigned to Work which they can ably perform. No person currently serving sentences in a penal or correctional institution and no inmate of an institution for the mentally defective shall be employed on a project under this Contract.

7.3 Labor Regulations:

The Contractor shall fully comply with all applicable Federal and State laws and regulations concerning labor, Work hours, labor conditions, and wage rates. Specific requirements of this Contract will be expressed and mutually agreed to in a separate section of these documents.

7.4 Safety Considerations:

Precaution shall be exercised at all times in the protection of all persons (including employees) and property. The safety provisions of applicable laws, shall be strictly followed. As required, the Contractor shall comply with all applicable local, State and Federal rules and regulations pertaining to the health and welfare of its employees and the contracted Work.

Failure to maintain safety standards in the Work pursuant to all applicable rules and regulations may be grounds for suspension of the Work.

7.5 Review of Records:

The Contractor shall allow and permit the Purchasing & Contracting Administrator or his duly authorized representative to inspect and review all payrolls, records of personnel, conditions of employment, invoice of materials, books of accounts and any other relevant data and records pertinent to the Contract and any subcontracts.

# DIVISION 1

## SECTION 8

## CONTRACT EXECUTION AND PROGRESS

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8.1. Execution of Contract:

A) The Contractor shall begin Work promptly within the time specified in the approved schedule and time bid and shall so execute the Work such that progress will be made approximately proportional to time elapsed after the Notice to Proceed. The Contractor shall provide an adequate force of labor and equipment to execute the Work at as many different points as may be deemed necessary to ensure the completion of the Work within the time limit for completion, and as set forth in the proposal. (The contractor shall notify the Purchasing & Contracting Administrator at least 48 hours before beginning work, and shall start the Work at the approved location.)

B) Schedules - Immediately after execution and delivery of the Contract, the Contractor shall deliver to the Purchasing & Contracting Administrator a construction progress schedule in form satisfactory to the PCA showing the proposed dates of commencement and completion of each of the various phases of the required work.

8.2. Nights, Sunday or Holiday Work:

Except upon specific written permission from the Purchasing & Contracting Administrator, the Contractor shall not perform any Work on Sundays or on legal state, federal or municipal holidays. No night Work will be permitted except in case of emergency or as authorized by the Purchasing & Contracting Administrator.

8.3. Contractor Operations:

A) The Contractor shall at all times conduct the Work in such a manner and in such sequence as will ensure the least amount of local interference. He shall not open up or begin Work to the prejudice of Work already started.

B) The contractor shall arrange his Work and dispose of his materials so as not to interfere with the operations of other contractors engaged in adjacent Work and to join his Work to that of others in a proper manner and in accordance with the intent of the Plans and Specifications, and to perform his Work in the proper sequence in relation to that of other contractors.

C) The Contractor shall be held responsible for any damage done by him or his agents to the Work performed by another contractor.

D) The Contractor shall conduct his operations and maintain the Work in such condition that adequate drainage shall be in effect at all times.

E) Control of erosion, sedimentation, water pollution and flooding shall be mandatory, in accordance with all applicable Federal, State and local laws and regulations and the cost for doing such Work shall be included in the Contractor's Bid Price.

8.4. Traffic Control:

On the type or class of projects involving construction Work or on public thoroughfares, the following provisions shall apply.

A) The Contractor at all times shall conduct the Work in such a manner as to ensure the least obstruction to traffic as practical. Convenience of the general public and of the residents and businesses along and adjacent to the Work shall be provided for in a manner satisfactory to the Owner.

B) Sidewalks, gutters, drains, fire hydrants, and private drives shall, insofar as practical, be kept in condition for their intended uses. While the Work is going on at the location, as much as half the street width at such location may be barricaded to exclude traffic entirely, but street traffic shall not be obstructed without providing alternate access. Fire hydrants on or adjacent to the Work shall be kept accessible to fire apparatus at all times and no material or obstructions shall be placed within ten (10) feet of any such hydrant.

C) Construction materials stored upon a public street right-of-way shall be placed so as to cause as little obstruction to the general public as is reasonably possible. All material excavated from any Work under the Contract in excess of that required for the necessary construction of such Work shall be hauled away and disposed of as directed by the PM.

D) Streets and/or rights-of-way shall not be closed, except when and where directed by the Project Manager or as properly permitted by the agency holding jurisdiction. Whenever the street is not closed, the Work must be conducted with the provision for a safe passageway(s) for pedestrian and vehicular traffic at all times. The Contractor shall make all necessary arrangements with the proper City officials concerning maintenance of traffic and selection of detours required.

8.5. Barricades, Warning Lights and Other Protective Devices:

When permission has been granted to close an existing roadway or right-of-way, the Contractor shall furnish and erect signs, barricades, lights, flags, and other protective devices, which shall conform to the requirements, and be subject to the approval of the Project Manager. From sunset to sunrise, the Contractor shall furnish and maintain red lights at such locations as the PM may direct, across and/or along the roadways being closed to traffic.

The Contractor shall furnish watchmen in sufficient numbers to protect and divert the vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new work. Failure to comply with this requirement will result in the City stopping the Work until the Contractor provides the necessary protection.

No separate payment will be made for such signs, barricades, lights, flags, watchmen and other protective devices as required. All costs are to be included in the prices bid for the various items scheduled in the proposal pages.

8.6. Use of Explosives:

When the use of explosives is necessary for the execution of the Work the Contractor shall observe the utmost care in its use so as not to endanger life or property; and whenever directed,

the number and size of charges shall be limited. All explosives shall be stored in a secure manner and all such storage places shall be marked clearly "DANGEROUS EXPLOSIVES" and shall be in the care of a competent watchman at all times. The Contractor must familiarize himself with all laws and ordinances pertaining thereto and govern himself and his employees accordingly.

8.7. Temporary Suspension of Work:

The Owner shall have the authority to suspend the Work wholly, or in part, for such period(s) as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory execution of the work, or such time as is necessary, due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the Contract.

If it should become necessary to stop Work for an indefinite period, the Contractor shall store all materials in such a manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the Work performed; provide suitable drainage by opening ditches, shoulder drains, etc.; and erect temporary structures where necessary.

The Contractor shall not suspend the Work without written authority from the Owner and shall proceed with the Work promptly when he has received written notice from the Owner to resume operations.

No allowance of any kind will be made for such suspension of Work -except in equivalent extension of time for completion of the Contract.

8.8. Computation of Contract Time for the Completion of Work:

The Contractor shall perform fully, entirely, and in accordance with these Specifications, the Work contracted for within the specified time stated in the Proposal.

In adjusting the Contract Time for the completion of the work, the length of time expressed in calendar days during which the execution of Work has been delayed due to any suspension of Work ordered by the Purchasing & Contracting Administrator or his representative, or omission of the Owner and not by any fault of the Contractor, shall be added to the Contract time as set forth in the Proposal -- all of which shall be binding and conclusive upon both parties to the Contract.

No allowances shall be made for delay or suspension of the Work due to the fault or negligence of the Contractor. If the satisfactory execution and completion of the Contract shall require Work or material in greater value than set forth in the Contract, then the Contract time shall be increased in the same ratio as the additional value bears to the original value contracted for (see Section 4.2, Changes in Work).

8.9. Failure to Complete the Work on Time (Liquidated Damages Calculation):

The City and Contractor recognize that time is of the essence in this Contract, and as delay in prosecution of the Work may result in public inconvenience, traffic obstruction, or business interference, it is understood that the Contractor must vigorously press towards completion of the

Work within the time frame established by this Contract. Moreover, the cost to the City for the administration, engineering, inspection, and supervision will be increased as the construction period is lengthened.

Should the Contractor or, in case of default, the surety, fail to complete the Work within the contractually stipulated time, or within such extra time as may be allowed as herein above provided, it is agreed that for each calendar day that any portion of the Work shall remain incomplete, after the time specified in the Contract, with any extension of time which may be allowed by the City for the completion of the Work provided for in the Contract Documents, the sum per day to be deducted from monies due the Contractor, not as a penalty, but as liquidated damages for added expense, shall be calculated by one of the following methods:

A) The daily liquidated damages for public projects that will not produce direct revenue shall be calculated by multiplying one mill (.001) times the total cost of the contract. The resulting amount shall be rounded off to the nearest dollar and this amount will be deducted daily from the amount due the Contractor.

Example: Contract Amount x 1 Mill = Daily Liquidated Damages

$2,000,000.00 x .001 = $2,000.00 per day

B) A public project which when complete will generate quantifiable amounts of revenue, shall also have the liquidated damages calculated as above. In addition, the daily loss of revenue shall also be factored into the formula as an additive to assure that all losses incurred by the City shall be properly addressed.

Example: (Contract Amount x 1 Mill) + Calculated Revenue Loss*=Daily Liquidated Damages

($2,000,000.00 x .001) + $1,200.00 = $3,200.00 per day or
$2,000.00+ $1,200.00 = $3,200.00 per day

* The City will base its calculation on direct losses of revenue projected upon completion of the required work.

The Contractor shall take into account all contingent Work which has to be done by other parties, arising from any cause whatsoever, and shall not plead his want of knowledge of said contingent Work as an excuse for delay in his work, or for the non-performance.

Permitting the Contractor to continue and finish the Work or any part of it after the expiration of the number of calendar days allowed for completion or after any extension of time, shall in no way operate as a waiver on the part of the Owner of its rights under this Contract. In case of default of the Contract and the completion of the Work by the Owner as hereinafter provided, the Contractor and his Surety shall be liable for the liquidated damages under the Contract; but no liquidated damages shall be assessed for any delay in the final completion of the Work by the Owner due to any unreasonable action, negligence, omission, or delay of the Owner.

If any suit for the collection of, or involving the assessment of liquidated damages, the reasonableness of the amounts stipulated in the foregoing calculations shall be presumed. The

liquidated damages referred to herein are intended to be and are accumulative and shall be in addition to every other remedy now or hereafter enforceable by law, in equity, by statute, or under the Contract.

8.10. Delays/Damages and Additional Time

If the Contractor refuses or fails to proceed with the work, or any part thereof, with such diligence as will ensure its completion within the time specified in the Contract, or any extension thereof, or fails to complete the Work within said time, the Owner may -- by written notice to the Contractor -- terminate his right to proceed with the Work or such part of the Work to which there has been a delay. In such event, the Owner may take over the Work and proceed with same to completion; the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned to the Owner. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize such materials, appliances, and plants on site necessary to complete the work.

If the Owner does not terminate the right of the Contractor to proceed and a delay is encountered, although the Contractor continues the work, liquidated damages shall be paid to the Owner when the actual damage for the delay cannot be determined. These liquidated damages are fixed and agreed damages paid by the Contractor to the Owner for each calendar day of delay until the Work is completed or accepted. The specific amounts for the liquidated damages will be calculated as set forth in Section 9.9 of these specifications and the Contractor and his sureties shall be liable for the amount indicated. However, the right of the Contractor to proceed shall not be terminated nor the Contractor charged with liquidated damages because of any unforeseeable delays in the completion of the Work beyond the control and without the fault of the Contractor -- including, but not restricted to, act(s) of God, fires, floods, epidemics, quarantine restrictions, strikes ' freight embargoes, unusually severe weather, or delays of a subcontractor hired by the City and subject to such causes, if the contractor shall within ten (10) days from the beginning of any such delay notify the Purchasing & Contracting Administrator in **writing** of the cause and reason for the delay. The Owner shall have the right to grant an extension of the above time requirement prior to the date of final settlement. The Purchasing & Contracting Administrator shall ascertain the facts and the extent of the delay; if it appears to the Purchasing & Contracting Administrator that the Contractor is delayed by conditions beyond his control, additional time for completion of the contract will be allowed on the recommendation of the Purchasing & Contracting Administrator, but no payment will be made because of said delays unless warranted by City actions.

8.11. Final Cleanup:

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his employees or the Work.

Upon final completion of the Work and before acceptance and final payment shall be made, the Contractor shall clean and remove from the site, the right-of-way, and adjacent property, all surplus and discarded materials, rubbish, and temporary structures. The Contractor shall restore in an acceptable manner all property -- both public and private – which, has been damaged during the execution of the work. The Contractor shall leave the site and vicinity unobstructed in a neat and presentable condition throughout the entire area. The placing of materials of every character,

rubbish, or equipment on the abutting property -- with or without the consent of the property owner(s) -- shall not constitute satisfactory disposal. If the Work is of such a character as may be done by block or sections, the Contractor may be required to promptly remove and dispose of accumulated rubbish, debris, or surplus materials from blocks or sections as completed or partially completed.

No separate payment will be made for final cleaning up and restoration of property, but all costs thereof shall be included in the prices bid for the various scheduled items of work.

8.12. Guarantee:

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire use of the occupancy of the premises by the Owner shall constitute an acceptance of the Work not done in accordance with the Contract documents or relieve the Contractor of the liability in respect to an expressed warrantee or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the Work and pay for any damage to other Work resulting therefrom which shall appear within a period of one (1) year from the date of the final acceptance of the Work -- unless a longer period is specified or negotiated between the Owner and Contractor. The Owner will give notice of observed defects with reasonable promptness during said guarantee period. The City reserves the right to require additional bond or bond guarantees to assure the proper protection of the work. Extended guarantees or bonding shall be negotiated amongst the parties hereto in response to extraordinary circumstances. Final payment will not be made until the Work has been accepted by a representative of the City.

8.13. Maintenance Bond

The Contractor shall post with the City a one-year maintenance bond in form satisfactory to the Purchasing & Contracting Administrator in an amount not-to-exceed 15% of the total project cost.

8.14. Termination of Contractor's Responsibility:

This Contract will be considered complete when all Work has been completed and a final inspection is made, the Work accepted by the Owner, and the final estimate paid. The Contractor will then be released from further obligations, except as set forth in these General Conditions and as provided by law.

# DIVISION 1

## SECTION 9

## LEGAL RELATIONS AND RESPONSIBILITY

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9.1. No Waiver of Legal Rights:

After final payment has been made, the Owner reserves the right to claim and recover from the Contractor, his Surety, or both, by process of law, such sums that may be sufficient to correct any error or make good any defects in the Work and materials -- should an error be discovered in any partial or final estimates, or should proof be discovered of defective Work or materials used by or on the part of the Contractor.

9.2. Furnishing Right-of-Way:

Where the Work called for extends upon or through private property, the Owner will procure all the necessary rights and deeds for access to the property. The Contractor shall not proceed with this part of the Work until the Owner has completed his negotiations with the property holders or has
acquired all said necessary rights by eminent domain or otherwise.

9.3. Laws to be Observed:

The Contractor shall familiarize itself with, comply with, and govern itself in accordance with all Federal, State, County, and City laws, by-laws, ordinances, or regulations controlling the action or operation of those engaged or employed in the Work or affecting materials used. The Contractor shall indemnify and save harmless the Owner and all of its officers, agents, and employees against any claims or liability arising from or based on the violations of any such laws, by-laws, ordinances, regulations, orders, or decrees -- whether by himself or his employees.

9.4. Contractor's Responsibility for Work:

Until acceptance of the Work by the Owner, it shall be under the charge and in care of the Contractor and he shall take every necessary precaution against injury or damage to the Work by action of the elements or from the execution/non-execution of the work. The Contractor shall rebuild, restore, and make good -- at the Contractor's own expense -- all injuries or damages to any portion of the Work occasioned by any of the above causes before its completion and acceptance.

9.5. Protection and Restoration of Property:

Buildings, sidewalks, benches, shade trees, lawns, shrubbery, and all other improvements potentially obstructing the Work shall be duly protected by the Contractor. Property obstructions, such as sewers, drains, water or gas pipes, conduits, railroads, poles, and walls, posts, galleries, bridges, manholes, mailboxes, street monuments, etc., shall be carefully protected from damage and shall not be displaced if avoidable. The Contractor shall give due notice to any department or public service corporation controlling such things as manholes, mailboxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the City if any such existing improvements or utilities are disturbed, damaged, or covered up during the cause of the work.

If it should become necessary to move any obstructions, the removal thereof shall be at the expense and risk of the Contractor, who is to obtain the consent of the Owner(s) or others in charge.

Before commencing, the Contractor shall confer with same as to the best manner of protecting the interest involved. The City may elect to retain ownership of any sewer pipe, brick, stone, or other valuable material(s) encountered and the Contractor, when so requested, shall carefully remove same and place in a convenient location for removal by the City.

The right is reserved by the City or the Owner(s) of the adjacent property to lay or to repair in the street -- under the direction of the Purchasing & Contracting Administrator's representative -- any drain, conduit, main or service pipe(s), or their accessories, at any time before the completion of the project. The Contractor shall exercise such supervision thereof as will protect him against defects in the finished work. Any delay as a result thereof shall be treated as delayed by action of the City any additional expense to the Contractor resulting therefrom shall be paid as provided herein under "Extra Work and Payment." In case of the Contractor's failure to restore any property damaged by his operations or to make good such damage or injury, the Purchasing & Contracting Administrator may -- upon forty-eight (48) hours written notice -- proceed to rebuild, repair, or otherwise restore such property as may be deemed necessary; the cost thereof will be deducted from any monies due, or which will become due the Contractor under this Contract.

The locations or grades of underground structures, utilities, foundations, etc., as shown on the plans, are taken from the best available records. The City shall not be held accountable for inaccuracies or omissions in the locations or grades of existing underground structures, utilities, foundations, etc. No claim is to be made by the Contractor for damages on account of the proximity to, leaking from, or delay caused by underground structures, utilities, foundations, etc.

If any underground structure, utility (public or private), foundation, etc., is found to interfere with the location of the proposed Work, either the position of the underground structure, utility, or foundation or that of the proposed Work, will be adjusted to provide the necessary clearance. Such necessary adjustment will be made either by the City or the utility involved. Interference shall mean that the underground structure, utility, foundation, etc., is found to be in the position as shown on the plans to be occupied by the proposed Work. If underground structures, utilities, foundations, etc., encountered during construction do not interfere with the planned position of the proposed Work, no change or adjustment will be made by the City; neither will the City require a utility to change the alignment or grade.

# DIVISION 1

## SECTION 10

## MEASUREMENT AND PAYMENT

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10.1. Scope of Payment:

The Contractor shall receive and accept the compensation as herein provided in full payment for furnishing all materials, labor, tools, equipment, and transportation, and for performing all Work required to complete the Work under the Contract; and also in full payment for all loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the execution of the Work until its final acceptance by the City.

For each of the items included and for which a unit price is stated in the Proposal, the aggregate amount to be paid by the City at such unit prices shall be the measured amount of such items incorporated by the Contractor in the completed Work and acceptable to the Project Manager and the Purchasing & Contracting Administrator.

The unit prices stated in the Proposal include all costs and expenses for materials, labor, tools, equipment, transportation, commissions, patent fees and royalties; removing crossings or other obstructions; protecting or maintaining pipes, drains, railroad tracks, buildings, bridges, or other structures furnishing temporary crossings or bridges; furnishing all supplemental construction stakes, batter boards, templates, common and ordinary labor for handling materials; and all costs or expenses for performing and completing the Work as specified.

It is mutually agreed that due to latent field conditions that cannot be foreseen at the time of advertising for bids, adjustments of the plans to such field conditions may be necessary during construction. Therefore, approved changes in the plans shall be recognized as constituting a normal and accepted margin of adjustment not unusual and not involving or permitting any change or modification of unit prices, in which case payment will be made for the revised quantities at the unit price bid in the Proposal.

10.2. Basis of Payment:

The basis of payment for an item at the unit price shown in the Proposal shall be in accordance with the description of that item given in the Proposal and Specifications pertaining to that item.

10.3. Measurements for Payment:

Measurements for payment for each item shown in the Proposal shall be in accordance with the description of that item given in the Proposal and Specifications pertaining to that item.

10.4. Extra Work and Payment:

The Contractor shall perform unforeseen Work, for which there is no price included in the proposal, whenever it is deemed necessary or desirable by the Purchasing & Contracting Administrator or his representative to satisfactorily complete the unforeseen Work. Such extra Work shall be performed promptly in accordance with the Specifications and as directed by the Purchasing & Contracting Administrator, **provided, however that before any extra Work is begun, a written order from the Purchasing & Contracting Administrator to do the Work**

**shall be received by the Contractor.** All extra Work ordered and performed in accordance with the foregoing will be paid for at the price (mutually agreed upon by the Contractor and the Purchasing & Contracting Administrator to be equitable compensation for the Work contemplated) stipulated in the Purchasing & Contracting Administrator's written order for such Work.

However, in the event the Contractor and the Purchasing & Contracting Administrator fail to agree upon an equitable price for any extra Work ordered, it shall be performed by using such tools, labor, equipment, and materials as may be specified by the Purchasing & Contracting Administrator and will be paid for in the following manner:

a) For all labor, including a foreman in direct charge of the specified operations, the Contractor shall receive a sum equal to the current local rate of wages for every hour that the laborer is actually engaged in such Work, to which shall be added an amount for overhead and profit of such sum and a total thereof shall be full compensation to the Contractor for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra Work. In addition, the Contractor shall be paid the actual cost of Social Security Taxes, Surety Bond, Unemployment Insurance, Workers Compensation Insurance, and Contractor's Public Liability and Property Insurance involved in such extra Work -- based on actual wages paid to such laborer.

b) For all materials used, the Contractor shall receive the actual cost of such materials -- including freight charges -- as shown by original receipted bills, to which cost shall be added an amount equal to ten percent.

c) When any special machinery or special equipment -- including fuel and lubricants -- are required for the economic performance of extra Work, the Contractor will receive compensation based on the Rental Blue Book (Rental Blue Book for Construction Equipment or Rental Blue Book for Older Construction Equipment, whichever is applicable) prevailing applicable rate (monthly or weekly or daily), plus the applicable operating rate for each hour that the equipment is in operation.

The compensation herein provided shall be received and accepted by the Contractor as payment in full for all extra Work done.

The Contractor's representative and the Project Manager shall compare records of extra Work done at the end of each day. Such records shall be made in duplicate upon a form provided for such purpose by the Purchasing & Contracting Administrator and shall be signed by both the Project Manager and the Contractor's representative; one copy will be submitted to the Purchasing & Contracting Administrator and the other shall be retained by the Contractor.

10.5. Cancelled Items and Payments:

The City shall have the right to cancel those portions of the Contract relating to the construction of any item provided therein for any reason. Such cancellation shall entitle the Contractor to payment in a fair and equitable manner covering all items of cost incurred by the Contractor prior to the date of cancellation or suspension of the Work by order of the Purchasing & Contracting Administrator. The Contractor shall be allowed a profit percentage on the materials used on construction Work actually performed at the same rates as provided for herein under "Extra

Work & Payment". No allowance will be made for anticipated profits on any part of the cancelled Work. Acceptable materials ordered by the Contractor or delivered to the Work site prior to the date of such cancellation or suspension shall be purchased from the Contractor by the City at actual cost and shall thereupon become the property of the City.

10.6. Partial and Final Payments:

a) Not later than twenty-five (25) days after receipt of the proper pay estimate, the Owner will make a partial payment to the Contractor on the basis of duly certified and approved estimates of the Work performed during the preceding calendar month under this Contract. To ensure the performance of this Contract, the Owner will retain ten percent (10%) of each estimate until final completion and acceptance of all Work covered by this Contract.

b) The Contractor shall submit to the Purchasing & Contracting Administrator his estimate of Work completed and invoice no later than 4:30 p.m. on the first Working Day of the month. Estimates and invoices submitted after this time will be delayed in processing.

c) In preparing estimates, the material delivered on the site and preparatory Work done shall be taken into consideration -- provided that such materials have been delivered and inspected and that payment therefore has been satisfactorily certified by the Contractor to the Purchasing & Contracting Administrator.

d) All material and Work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and Work upon which payments have been made or the restoration of any damaged Work or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract.

e) As soon as the Purchasing & Contracting Administrator is notified of the completion of the Work and can assure himself by tests, inspection, or otherwise that all of the provisions of the Contract have been carried out satisfactorily, he/she will make a final estimate of the value of all Work done and will deduct therefrom all previous payments which have been made. All prior estimates and payments shall be subject to correction in the final estimate and payment. Within sixty (60) calendar days after the approval of such final estimate by the Purchasing & Contracting Administrator, the amount of the final estimate -- less any charges or damages herein provided for -- will be paid, provided that the Contractor has furnished the Owner a sworn affidavit to the effect that all bills are paid, and no suits are pending in connection with the Work done under this Contract. Upon such final payment, the City shall be released by the Contractor from all liability whatsoever arising out of the Contract -- except for the balance, if any, of such amount as may have been retained to cover charges, claims, or damages as specified. If the City is satisfied that no charges, claims, or damages exist or will arise, no such amount will be retained.

f) Retainage reductions determinations for any portion of the Contract Amount shall be made in the best interest of the City but at no time prior to the issuance of the Certificate of Substantial Completion.

# DIVISION 1

## SECTION 11

## LABOR REQUIREMENTS

## INDEX


| | | |
|---|---|---|
| SECTION | 11.1 | Compliance with Local, State, and Federal Labor Standard Requirements |
| | 11.2 | Equal Opportunity Employment |
| | 11.3 | E-Verify |

11.1. Compliance with Local, State and Federal Labor Standard Requirements:

The Contractor shall comply with all applicable local, state, and federal labor laws and regulations to the extent applicable to this project.

11.2. Equal Opportunity Employment:

The Contractor shall not discriminate on the basis of race, color, national origin, gender, age, familial status, handicapped status, veteran status, and/or religion in performing the work governed by this contract. The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to comply with EOE regulations. Any subcontract the Contractor may enter into shall include this clause with the same degree of application being encouraged.

11.3. E-Verify

Obligation for State Funded Contracts:

Executive Order 11-116, which supersedes Executive Order 11-02, directs all agencies under the direction of the Governor to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security's E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

In accordance with Executive Order 11-116, City of Titusville requires all vendors doing business with the City who are awarded state-funded contracts to verify employee eligibility using the E-verify system. It is the responsibility of the awarded vendor to ensure compliance with E-verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (http:// www.uscis.govle-verify) and follow the instructions. The employer must, as usual, retain the 1-9 Forms for inspection.

***The forms listed below will be supplied by the successful contractor for approval by the City as to form and use.***

# DIVISION 1

## SECTION 12

## CONTRACTOR FORMS

## INDEX


| | | |
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| SECTION | 12.1 | Change Order |
| | 12.2 | Certificate of Substantial Completion |
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| | 12.4 | Subcontractors Supplier's Certificate |
| | 12.5 | Shop Drawing Submittal |
| | 12.6 | Field Order |
| | 12.7 | Contractors Request for Information |
| | 12.8 | Request Proposal for Proposed Change |
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# DIVISION 1

## SECTION 13

## SUPPLEMENTAL

## INDEX


| | | |
|---|---|---|
| SECTION | 13.1 | Grant Requirements |
| | 13.2 | Auditing |
| | 13.3 | Giving Notice |
| | 13.4 | Computation of Time |
| | 13.5 | General |

13.1. Grant Requirements

The parties hereto acknowledge and accept that funding for this project may result from grants, appropriations, loans, etc., secured by the Owner. As such, any stipulations set forth in the grant agreements between the City and the grantor(s) shall be imposed on the Contractor in fulfillment of applicable requirements. The Contractor shall be made fully aware of these requirements prior to beginning the Work and shall be held fully liable once so notified. The City shall evaluate all requirements set forth by the grantors and estimate the impact to the Contractor. Compensable items shall be negotiated and subject to the determination of the Purchasing & Contracting Administrator.

Any FDOT Prequalified Contractors are to submit copy of FDOT certification document with bid submittal. Any firm or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by FDOT to be a non-responsible contractor may not submit a bid or perform any public work for the Owner.

13.2. Auditing

The City reserves the right to audit all fiscal records, payroll records or other pertinent records associated with the performance of this contract.

13.3. Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. Notices to the City shall be posted as follows:

Purchasing & Contracting Administrator
City of Titusville
555 S. Washington Avenue
Titusville, FL 32796

13.4. Computation of Time

a) When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted form the computation.

b) A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

13.5. General

a) Should Owner or Contractor suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or other for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

b) The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by applicable clauses and all of the rights and remedies available to Owner and Engineer thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the contract documents, and the provisions of this paragraph will be as effective as if repeated specifically in the contract documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

***Note: There are no Federal Grants for this project.***

# DIVISION 2

## CONTRACT & BID FORMS

## INDEX


1. Bid Proposal Form
2. Bid Price Sheet
3. Performance By Subcontractors
4. Bidder Qualification Questionnaire
5. Florida Trench Safety Act
6. Bid Bond
7. Certificate – Contract Execution Authorization
8. Affidavit
9. Public Entity Crimes Certification
10. Scrutinized Companies Certificate: Pursuant To Florida Statute § 287.135
11. E-Verify Affidavit
12. Drug-Free Workplace Certification
13. Debarment
14. Certification Regarding EEO
15. Contractor's Final Affidavit And Release Of Lien
16. Form Of Non- Collusion
17. Performance & Payment Bond
18. Contractor's Release of Lien

*PLEASE COMPLETE AND SUBMIT WITH BID*

**BID PRICE PROPOSAL**
(Bid Form)

**Project Identification:** **ANNUAL ROAD RESURFACING PROJECT FY 26**
**Project Bid No.:** **Bid #CN26B003/LR**

TO: CITY OF TITUSVILLE:
In accordance with your advertisement inviting bids to be received at City Hall Purchasing & Contracting Division, 555 South Washington Avenue, Titusville, Florida, 32796 this Bid Proposal is submitted for the above captioned project.

| | |
|---|---|
| NAME OF BIDDER: | |
| BUSINESS ADDRESS:<br><br>PHONE NUMBER: FAX NUMBER:<br>EMAIL ADDRESS: | |
| BIDDER'S SIGNATURE & TITLE: | |
| CONTRACTOR'S FLORIDA LICENSE NUMBER (S): | |
| CITY OF TITUSVILLE BUSINESS TAX RECEIPT NUMBER: | |
| FEID # | SAM.GOV # |

BIDDER DECLARATION/ACKNOWLEDGEMENT

THIS BID IS SUBMITTED TO THE CITY OF TITUSVILLE (AKA – OWNER):

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the City, in the form provided herein, to perform and furnish all Work specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid Form and the Agreement, and in accordance with the other terms and condition of the Contract Documents and Instructions to Bidders made a binding part of this bid.

2. Bidder accepts all of the terms of the Bidding Documents including without limitation those addressing the disposition of the Bid Bond.

3. This bid will remain open for a period of ninety (90) consecutive calendar days after the date

of the bid opening.

4. In submitting this Bid, the Bidder further represents and warrants as follows:
   a. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site conditions, locality, all applicable laws, regulations, jurisdictions, etc., which may affect cost, progress of the Work, performance or furnishing of necessary materials for the Work.
   b. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface of subsurface structures at or contiguous to the site (except Underground facilities) which have been identified in the supplementary conditions as provided for herein. BIDDER accepts determinations set forth hereby to the extent that "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as limited by the provisions associated with the data. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER'S purposes. BIDDER acknowledges that OWNER does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
   c. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and program incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
   d. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
   e. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and date with the Contract Documents.
   f. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by CITY is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
   g. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a farce or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and

BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

h. BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete all work of the PROJECT within the Contract Time specified in the Construction Contract. BIDDER further accepts the provisions of the Construction Contract as to liquidated damages and agrees to pay as liquidated damages the amount stated in the Construction Contract and General Conditions, for each consecutive calendar day completion of the Work is delayed.

Completion Schedule

1) The Project shall be substantially complete in 90 **consecutive calendar days** from the official Notice to Proceed.

2) The Project shall be fully complete (completed, inspected and ready for Final Payment) in _120_ **consecutive calendar days** from the official Notice to Proceed.

5. All bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.

6. In accordance with Instructions to Bidders, if the Contract is to be awarded, it will be awarded on the basis of the lowest "Total Base Bid" after adjustments for additive or deductive alternates. Additive or deductive alternates (if any) will be considered in determining the lowest responsive, responsible Bidder. The OWNER reserves the right to accept any or all additive or deductive alternates, in his sole discretion, prior to the award of the Contract. The OWNER also reserves the right to delete any portion of the Work as shown in the bid schedule prior to award and adjust each bidder's "Total Bid" accordingly.

7. The documents are attached to and made a condition of this Bid. PLEASE NOTE YOUR ACKNOWLEDGEMENT BY INITIALING IN SPACE PROVIDED ON BID CHECKLIST.

Having carefully examined the Bid Documents, comprised of the plans, specifications, and all other documents bound herewith and or referenced hereby, any addenda or bulletin as prepared or sanctioned by the City and being familiar with the various conditions affecting the work, the Bidder proposes and agrees, if this Proposal is accepted, to execute all appropriate Contract Documents for the purpose of establishing a formal contractual relationship between him and the City, for the furnishing of all materials and the performance of all Work to which this bid proposal pertains and for which the following total bid is submitted:

*PLEASE COMPLETE AND SUBMIT WITH BID*

**LEGEND:** LS = LUMP SUM TN=TONS SY = SQUARE YARDS EA = EACH LF = LINEAR FOOT GM = GRAM

| FY26 ANNUAL ROAD RESURFACING BID PRICING | | | | | |
|---|---|---|---|---|---|
| **ITEM** | **DESCRIPTION** | **PLAN QTY** | **UNIT** | **UNIT PRICE** | **ACTUAL COST** |
| | | | | | |
| 1 | MOBILIZATION-GENERAL CONDITIONS & DEMOBILIZATION | 1 | LS | $ | $ |
| 2 | MAINTENANCE OF TRAFFIC | 1 | LS | $ | $ |
| 3 | MILLING (1.5" AVG. DEPTH) | 87,846 | SY | $ | $ |
| 4 | MILLING (5.0" AVG DEPTH) | 1,162 | SY | $ | $ |
| 5 | ASPHALT SP-9.5 | 7,584 | TN | $ | $ |
| 6 | INLET PROTECTION SYSTEM | 1 | LS | $ | $ |
| 7 | MANHOLE, ADJUST, UTILITIES | 1 | LS | $ | $ |
| 8 | VALVE BOXES, ADJUST | 1 | LS | $ | $ |
| 9 | PAINTED PAVEMENT MARKINGS, FINAL SURFACE | 1 | LS | $ | $ |
| | | | | GRAND TOTAL | $ |

THE ABOVE BID QUANTITIES ARE THE CITY'S ESTIMATED REQUIREMENTS AND WILL BE USED SOLELY FOR BID EVALUATION AND CONTRACT AWARD PURPOSES. THESE QUANTITIES DO NOT CONSTITUTE A GUARANTEE OF WORK OR INTENT THEREOF. THE CITY DOES NOT REPRESENT THAT THE ACTUAL QUANTITIES OF WORK PERFORMED WILL CORRESPOND WITH THE ABOVE BID QUANTITIES. FURTHERMORE, THE CONTRACTOR SHALL NOT PLEAD MISUNDERSTANDING OR DECEPTION BECAUSE OF QUANTITIES OR OF THE CHARACTER, LOCATION OR OTHER CONDITIONS PERTAINING TO THE WORK.

CONTRACTOR AGREES THAT PAYMENTS, FOR SATISFACTORY WORK PERFORMED, WILL BE BASED ON THE ACTUAL QUANTITIES OF WORK INSTALLED, AND THE ACTUAL QUANTITIES MAY BE GREATER THAN OR LESS THAN THE ABOVE BID QUANTITIES.

CONTRACTOR'S BID PRICES SHALL INCLUDE ALL SUPERVISION, LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, ADMINISTRATION, OVERHEAD AND PROFIT, AND ANY OTHER INCIDENTALS REQUIRED TO COMPLETE THE WORK TO THE CITY'S SATISFACTION AND READY FOR USE. NO SEPARATE PAYMENT WILL BE MADE FOR ANY OTHER ITEMS, REQUIRED TO BE PERFORMED BY THE CONTRACTOR TO COMPLETE THE WORK, WHICH ARE NOT CONTAINED IN THE ABOVE BID SCHEDULE. ACCORDINGLY, THE CONTRACTOR MUST INCLUDE ALL THE COSTS, FOR THE WORK AND THE SERVICES

REQUIRED TO BE PERFORMED OR PROVIDED BY THE CONTRACTOR, IN THE CONTRACTOR'S BID PRICES FOR THE PAY ITEMS CONTAINED ABOVE.

THE FOLLOWING ITEMS AND THE COST OF SUCH WORK ARE SOME EXAMPLES OF WORK FOR WHICH NO PAY ITEMS HAVE BEEN ESTABLISHED AND CONSEQUENTLY THE CONTRACTOR MUST INCLUDE SUCH COSTS IN THE ABOVE BID ITEMS:

1. Maintaining and supporting existing above ground and below ground utility structures,
2. All other General Conditions including insurance, bonding, providing proper safety and sanitary facilities for workers, etc.
3. Any other required work or service not included in the Schedule of Bid Items.

The City reserves the right to award the contract to either the firm that submits the lowest "Bid Total Price" or the firm that submits the lowest bid price resulting from adding unit prices, provided that said bid is both responsive and responsible.

Bidder proposes to do the Work for the above Bid for (words) _____

_____ **($ ) .**

BIDDER WARRANTS TO COMPLETE ALL THE CONTRACT WORK WITHIN _____ CONSECUTIVE CALENDAR DAYS.

**BIDDER INFORMATION:**

| | |
|---|---|
| COMPANY NAME AND ADDRESS: | PHONE #_____<br>FAX #_____<br>E-MAIL: _____<br>FEIN #_____<br>DUNS# _____ |
| AUTHORIZED SIGNATURE: _____<br>PRINTED SIGNATURE: _____<br>TITLE: _____ | |
| DATE SIGNED: | |

**OFFICIAL ADDRESS, PHONE & FAX NUMBER (If different from above).**

Address: _____

Phone No._____ Fax No. _____

## BID SECURITY

Accompanying this Proposal is a five percent (5%) **(circle one)** Certified Check, Bid Bond, Cashier's Check in the amount of Dollars ($_____ ) as bid security.

***Use City Bond Form**

*PLEASE COMPLETE AND SUBMIT WITH BID*

STATE OF FLORIDA)
COUNTY OF BREVARD) **BID BOND**
CITY OF TITUSVILLE)

**KNOW ALL MEN BY THESE PRESENTS,** that _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of Titusville, in the penal sum of _____ _____ (Dollars) ($_____), lawful money of the United States of America, for the payment of which sum well and truly be made, we bid ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH,** that whereas the Principal has submitted the accompanying bid dated _____, for:

_____

_____

**NOW THEREFORE,**

(a) The principal shall not withdraw said bid within ninety (90) days after date of opening the same, and shall within twenty (20) days after the prescribed forms are presented to him for signature, enter into a written contract with the City, in accordance with the proposal as accepted, and five bonds with good and sufficient surety or sureties, as required, for the faithful performance and proper fulfillment of such contract: and,

(b) In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give bond within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, other wise to remain in full force and virtue.

**IN WITNESS WHEREOF,** the above-bounded parties have executed this instrument under their several seals, this _____ day of _____, _____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**WITNESS:**

If Sole Ownership or Partnership, one (1) Witness is required. If Corporation, Secretary only will attest & affix seal.)

_____

_____

_____

Surety Secretary

**PRINCIPAL:**

_____

(Name of Firm)

Affix Seal

_____

(Signature of Authorized Officer)

_____

(Title)

_____

(Business Address)

_____

(City) (State) (zip)

**SURETY:**

_____

(Corporate Surety)

Affix Seal

_____

(Signature of Authorized Officer)

_____

(Title)

_____

(Business Address)

_____

(City) (State) (zip)

_____

(Name of Local Insurance Agency)

_____

(Address)

The rate of premium on this bond is _____ per thousand.

Total amount of premium charges _____ .

(The above must be filled in by Corporate Surety.)

*PLEASE COMPLETE AND SUBMIT WITH BID*

**CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond, that _____ who signed the said bond on behalf of _____the principal, was then _____of said corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and on behalf of said corporation by authority of its governing body.

(Corporate_____(Seal)
Secretary

STATE OF FLORIDA)
COUNTY OF BREVARD)
CITY OF TITUSVILLE)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared: _____ to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fact for the _____, and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Titusville, Florida.

Subscribed and sworn to before me this _____ day of _____, _____,

**INSTRUCTIONS: Bid Bonds must be accompanied by an affidavit and a Power of Attorney, in compliance with Instructions to Bidders.**

_____
Notary Public

_____
My Commission Expires

*PLEASE COMPLETE AND SUBMIT WITH BID*

**CERTIFICATE**

**I HEREBY CERTIFY** that a meeting of the Board of directors of _____, corporation under the laws of the State of _____ held on the _____ day of _____, the following resolution was duly passed and adopted:

**"RESOLVED, t**hat _____, as _____ (title) of the corporation, is hereby authorized to execute the contract _____ day of _____, _____, between the CITY OF TITUSVILLE, a municipal corporation, and this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed shall be the official act and deed of this corporation."

**I FURTHER CERTIFY** that said resolution is now in full force and effect.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the official seal of the corporation this _____ day of _____, _____.

_____
Secretary

Notary Public Information

STATE OF_____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of _____, _____ , by _____.
(year) (name of person acknowledging).

_____ _____
(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public - State of Florida)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

*PLEASE COMPLETE AND SUBMIT WITH BID*

STATE OF FLORIDA )
COUNTY OF BREVARD ) **AFFIDAVIT**
CITY OF TITUSVILLE )

Before me, the undersigned authority, personally appeared_____ who, first being duly sworn, upon his oath deposes and says:

That he is the (contractor) (sub-contractor) on the following described public works:

JOB DESCRIPTION: _____

CONTRACTOR (SUBCONTRACTOR): _____

ADDRESS:

_____

CONTRACTING AUTHORITY: _____
PREVAILING WAGE DETERMINATION NO.: (as applicable) _____

**AND FURTHER AFFIANT SAYETH NOT.**

_____

Sworn to and subscribed before me this _____ day of _____, 20_____.

_____
Notary Public, State of Florida at Large

_____
My Commission Expires

**The contractor shall execute and mail this affidavit to the Florida Department of Commerce, Bureau of Workers' Compensation, Ashley Building, 1321 Executive Center Drive, East, Tallahassee, FL 32301, within ten (10) days of the commencement of work. Copies should be forwarded to the office of the Purchasing & Contracting Administrator.**

*PLEASE COMPLETE AND SUBMIT WITH BID*

## PERFORMANCE OF WORK BY SUBCONTRACTORS

The BIDDER hereby states that he proposes, if awarded the Contract, to use the following subcontractors on this project: List below all proposed subcontractors and trade specialties and costs. (List only one subcontractor for each item.) Write on back or provide additional pages if additional space is needed.

| NAME OF SUBCONTRACTOR | TRADE OF SUBCONTRACTOR | COST OF WORK |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | **TOTAL:** | |

*PLEASE COMPLETE AND SUBMIT WITH BID*

**REFERENCE FORM BIDDER QUALIFICATION QUESTIONNAIRE**

Submitted by _____
Name of Bidder

Contractor's License #_____
( ) An Individual ( ) A Partnership ( ) A Corporation

Federal Identification #_____

Principal Office Address:_____

_____

City of Titusville □Yes or □No: Other (City/County/Etc.) _____

Please answer the following:

1. Number of years your firm/company has been in business under present name: ____ years.
2. Is your company incorporated in the State of Florida? _____ Yes _____ No
3. Headquarter address if different from business address_____
4. How many years' experience in comparable road resurfacing projects and related projects resulting in satisfactory rehabilitation or improvement has your organization had
   a. As a Contractor?_____Years As a Subcontractor?_____years

(A) Business/Organization (Nam): _____

Address: _____

Contact Person (Name): _____Telephone: _____

Fax and/or Email: _____

Date Project Complete: _____ Contract Total: _____

Description of Service: _____

_____

Number of square yards treated_____

(B) Business/Organization (Name): _____

Address: _____

Contact Person (Name): _____Telephone: _____

Fax and/or Email: _____

Date Project Complete: _____ Contract Total: _____

Description of Service: _____

_____

Number of square yards treated_____ (C)

Business/Organization (Name): _____

Address: _____

Contact Person (Name): _____Telephone: _____

Fax and/or Email: _____

Date Project Complete: _____ Contract Total: _____

Description of Service: _____

_____

Number of square yards treated_____

(D) Business/Organization (Name): _____

Address: _____

Contact Person (Name): _____Telephone: _____

Fax and/or Email: _____

Date Project Complete: _____ Contract Total: _____

Description of Service: _____

_____

Number of square yards treated_____ (E)

Business/Organization (Name): _____

Address: _____

Contact Person (Name): _____Telephone: _____

Fax and/or Email: _____

Date Project Complete: _____ Contract Total: _____

Description of Service: _____

_____

Number of square yards treated_____

6. Have you ever failed to complete any work awarded to you? If so, where, and why?

_____

7. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? If so, state name of individual, name of other organization, and reason, therefore.

_____

8. Has any officer or partner of your organization ever failed to complete any construction contract handled in his own name? If so, state name of individual, name of owner and reason, therefore.

_____

9. Give below any information which would indicate the size and capacity of your organization, including number of employees, equipment owned by your organization, etc., which are available for utilization on this Contract._____

10. What is your bonding capacity? _____

11. What amount of your bonding capacity has been used as of the date of this bid? _____

12. How many applications for performance & payment bonds were made within prior 3yrs? _____

13. How many of these applications were not approved? _____

14. Have any claims been filed against your surety bond company in the last five (5) years? If so, describe the nature of the claims and give the names of the surety companies, dates of each claim, identifying numbers of each claim, amounts of each claim, and the status of each claim. (Use additional sheets if necessary.)_____
_____

15. Have your company been in disputes or litigations in the last five (5) years over construction projects which are completed or still pending for completion? If so, describe the nature of the disputes or litigations and state the Owner's Name, Address, Telephone, and number of disputes or litigations. (Use additional sheets if necessary.)

_____

***I, the undersigned, do hereby declare that the foregoing statements are true and correct, all as of the date hereinafter set forth, and that those examining this document have my permission to contact any or all of those parties listed in this questionnaire. Incorrect or misleading statements in this questionnaire shall be grounds for a determination of non-responsibility with respect to such contractor.***

_____
(SIGNATURE OF BIDDER)

_____
(TYPE OR PRINT COMPANY NAME)

_____
(TYPE OR PRINT ADDRESS)

*PLEASE COMPLETE AND SUBMIT WITH BID*

## FLORIDA TRENCH SAFETY ACT
## CERTIFICATION AND DISCLOSURE STATEMENT

The undersigned acknowledges the requirements of the Florida Trench Safety Act., F.S., (Section 553.60 et. seq. Florida statutes), and hereby commits the Bidder to the following in the performance of the work in the event that the subject contract is awarded to and executed by said Bidder.

1. The Bidder further acknowledges that the Florida Trench Safety Act, (the Act) establishes the Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interim State Standard until such time as the State of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates or revises said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.

2. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.

3. The Contractor shall consider the geotechnical data available from the City, if any, the Contractor's own sources, and all other relevant information in providing the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibility for the selection of the data on which he relies in providing the safety system, as well as for the system itself.

4. The amounts that the Bidder has set forth for pipe installation includes the following excavation / trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit prices shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Contract time or price shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in these Contract Documents.

| | Trench Safety Measure (Description) | Units of Measure (LF, SF) | Unit (Quantity) | Unit Cost | Extended Cost |
|---|---|---|---|---|---|
| a. | | | | | |
| b. | | | | | |
| c. | | | | | |
| d. | | | | | |
| e. | | | | | |

For Information Only, Not for Payment Purposes $
Bidder may use additional sheets as necessary to extend this form.
Failure to complete the above may result in the bid being declared non-responsive.

5. The amount disclosed is the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums at no additional cost to the County, if necessary, to comply with the Act (except as may otherwise be provided).

6. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representative has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

_____
Company

_____
Name and Title

Address:

_____

_____

_____

Telephone:(____)_____

END OF FLORIDA TRENCH SAFETY ACT STATEMENT

## PUBLIC ENTITY CRIMES

Any person submitting a bid, Bid or reply in response to this invitation or a contract, must execute the enclosed form PUR. 7069, sworn statement under section 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid, or proposal. If you are submitting a quote, bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy(ies) of the form are executed by them and are included with your quote, bid, or proposal. Corrections to the form will not be allowed after the quote, bid, or Bid opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or Bid may result in immediate disqualification of your bid or proposal.

The 1989 Florida Legislature passed Senate Bill 458 creating Sections 287.132 - 133, Florida Statutes, effective July 1, 1989. Section 287.132(3)(d), Florida Statutes, requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Section 287.133, Florida Statutes, as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

A public entity may not accept any bid, Bid or reply from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), Florida Statutes.

Therefore, effective October 1, 1990, prior to entering into a contract (formal contract or purchase order in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO) to provide goods or services to **THE CITY OF TITUSVILLE**, a person shall file a sworn statement with the contracting officer or Purchasing Director, as applicable. The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

***THE INCLUSION OF THE SWORN STATEMENT OR AFFIDAVIT SHALL BE SUBMITTED CONCURRENTLY WITH YOUR BID, BID OR REPLY DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE, BID OR BID.***

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON **PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with the _____. Bid/Bid for THE CITY OF TITUSVILLE.

2. This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification (FEIN) is _____.

3. My name is _____ (please print name of individual signing) and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, Bid, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

(1) A predecessor or successor of a person convicted of a public entity crime; or

(2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____
(Signature)

Date: _____

Notary Public Information

STATE OF_____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of _____, _____ , by _____.
(year) (name of person acknowledging).

_____ _____
(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public - State of Florida)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

*PLEASE COMPLETE AND SUBMIT WITH BID*

**CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST**

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

---

The Affiant, by virtue of the signature below, certifies that:

1. The Business address of _____ (name of bidder or contractor) is_____.
2. My relationship to _____ (name of bidder or contractor) is_____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. _____ (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. _____ (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. _____ (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

_____

Signature Printed Name Title Name of bidder or contractor

Notary Public Information

STATE OF_____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of _____, _____ , by _____.
(year) (name of person acknowledging).

_____ _____

(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public - State of Florida)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

*PLEASE COMPLETE AND SUBMIT WITH BID*

**City of Titusville**
**E-Verify Affidavit**

Obligation for State Funded Contracts:

Executive Order 11-116, which supersedes Executive Order 11-02, directs all agencies under the direction of the Governor to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security's E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

In accordance with Executive Order 11-116, City of Titusville requires all vendors doing business with the City who are awarded state-funded contracts to verify employee eligibility using the E-Verify system. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (http:// www.uscis.govle-verify) and follow the instructions. The employer must, as usual, retain the 1-9 Forms for inspection.

By affixing your signature below, you hereby affirm that you will comply with E-Verify requirements.

Federal Employer Identification Number (FEIN): _____

| _____ | _____ | _____ |
|---|---|---|
| Printed Name of Affiant | Printed Title of Affiant | Signature of Affiant |

| _____ | _____ |
|---|---|
| Name of Contractor | Date |

| _____ | _____ | _____ |
|---|---|---|
| Address of Contractor | State | Zip Code |

Notary Public Information

STATE OF_____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of _____, _____ , by _____.
(year) (name of person acknowledging).

| _____ | _____ |
|---|---|
| (Print, Type, or Stamp Commissioned Name of Notary Public) | (Signature of Notary Public - State of Florida) |

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

*PLEASE COMPLETE AND SUBMIT WITH BID*

## DRUG-FREE WORKPLACE CERTIFICATION

In case of tie bids, preference must be given to vendors submitting a certification with their bid/ Bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your bid.

**In order to have a drug-free workplace program, a business shall:**

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph. (4) In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Contractor complies fully with the above requirements.

_____

Vendor's Signature, Title, Date

Notary Public Information

STATE OF_____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of _____, _____ , by _____.
(year) (name of person acknowledging).

_____ _____

(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public - State of Florida)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

*PLEASE COMPLETE AND SUBMIT WITH BID*

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

**Contractor Covered Transactions**

(1) The prospective contractor _____of the City of Titusville, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR: _____

CITY OF TITUSVILLE:

_____
Signature

_____

Name and Title

Contract Number

_____

Street Address

_____

_____
City, State, Zip

Date

*PLEASE COMPLETE AND SUBMIT WITH BID*

# CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

## INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective Consultant, or any of their proposed subconsultants, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

## CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

1. Bidder has participated in a previous contract or subconsultant subject to the Equal Opportunity Clause.

_____ Yes _____No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

_____ Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions.

_____ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? _____Yes _____No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE DATE

*PLEASE COMPLETE AND SUBMIT WITH BID*

**FORM OF NON-COLLUSION AFFIDAVIT**

(This Afffdavit is Part of Bid)

BID CERTIFICATION FORM OF NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of Bid) STATE OF _____ )

) SS.

COUNTY OF _____)

being first duly sworn, deposes and says that he is

_____

(Sole owner, a Partner, President, Secretary, etc.)

_____

of

the party making the foregoing Bid or Bid that such Bid is genuine and not collusive or sham; that said BIDDER has not colluded, conspired, connived, or agreed, directly or indirectly, with any BIDDER or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other BIDDER, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other BIDDER, or to secure any advantage against CITY any person interested in the proposed Contract; and that all statements in said Bid or Bid are true; and further, that such BIDDER has not, directly or indirectly submitted this BID, or the contents thereof, or divulged information or date relative thereto to any association or to any member or agent thereof.

_____

(Bidder)

Notary Public Information

STATE OF_____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of _____, _____ , by _____.
(year) (name of person acknowledging).

_____ _____

(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public - State of Florida)

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

*PLEASE COMPLETE AND SUBMIT WITH BID*

## HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(13), Florida Statutes, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of _____ (the "Governmental Entity"). The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of_____, a non-governmental entity and I am authorized to provide this affidavit on behalf of Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Company: _____
Authorized Signature: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

_____
Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary:_____ My commission expires:_____

*PLEASE COMPLETE AND SUBMIT WITH BID*

**DISCLOSURE FORM**
**FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF $100,000 OR MORE**

**Summary of Form:** In order for the City to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the City, or receive a grant from the City, where said contract or grant has a value of $100,000 or more must disclose to the City (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

**I. SECTION I.** Please answer yes or no to each statement below:

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER $100,000. If yes, this disclosure form has been completed. Please sign and date at the bottom.

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER $100,000. If yes, proceed to the next question.

YES / NO I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

**SECTION II.** Please answer yes or no to the statement below:

YES / NO Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of $50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

**SECTION III.** If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.

YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

**SECTION IV**. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online:_____

Name of Bidder/Grantee:_____

Mailing Address of Bidder/Grantee: _____

Value of the Contract/Grant or Gift: _____

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: _____

Date of Termination of the contract or interest with the Foreign Country of Concern:

Date of Receipt of the Contract/Grant or Gift: _____

Name of the agent or controlled entity that is the source or interest holder:

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Company Name _____

Signature: _____ Date:

~~Title:~~_____

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online notarization, this _____ day of_ , _____, by (name of person making statement).

[Notary Seal] Notary Public

Name typed, printed or stamped

My Commission Expires: _____

Personally Known OR_____ Produced Identification

Type of Identification Produced_____

_____

Date EIN of Prospective Contractor – print/type

_____

***Use City Form once Project Awarded-ONLY**

# PERFORMANCE & PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS**: That _____ as Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the City of Titusville, hereinafter called Owner, in the amount of _____ (Dollars) ($_____) for the payment whereof the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** Contractor has by written agreement dated this _____ day of _____ , _____, entered into a contract with the Owner for:

_____

_____ a copy of which said Contract is incorporated herein by reference and is made part hereof as if fully copied here.

**NOW THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Contractor shall indemnify the Owner against and from all costs, expenses, damages, injury or conduct, want of care of skill, negligence or default, including patent infringement on the part of said Principal, agents or employees in the execution or performance of said Contract. If such Contractor(s) shall promptly make payments to all persons supplying him, them, or it, labor, material and supplies used directly or indirectly by said Contractor(s), Subcontractor(s) in the performance of the work provided for in said Contract as prescribed by Florida Statutes Sections 224.05 or 713.01/713.23, whichever is applicable to this contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect and the Principal and the Surety jointly and severally agree to pay the Owner any difference between the amount to which the said Principal would be entitled on the completion of the Contract, and that amount which the Owner may be obligated to pay for the completion of the Contract, and that amount which the Owner may be obligated to pay for the completion of said work by Contract or otherwise, and any damages, direct or indirect or consequential, which the Owner may sustain due to such work, or due to the failure of the Contractor to properly execute and keep all the provisions of the Contract.

Contractor agrees to indemnify Owner and Owner's representatives, agents, and employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees, because of any injury or damage sustained by any person or property because of the said Contractor's operations relating to this Contract; or because of or in consequence of any neglect

causing bodily injury, illness, or death, or property damage; or through the use of unacceptable materials in constructing the work; or because of any act or omission by said Contractor or that of a Subcontractor, or anyone employed by them; or because of any claims or amounts or for whose acts Contractor or a Subcontractor may be liable; recovered from any infringement or patent, trademark or copyright; or from any claims or amounts arising or recovered under Workers Compensation Law or any other laws. Should the Contractor not have adequate insurance coverage and the Purchasing & Contracting Administrator deem it necessary, the amount in questions may be retained from the amount due the Contractor under his Contract, or in case no money is due, his surety may be held until such suits, actions, injuries, or claims for damages shall have been settled and evidence to that effect furnished to the Purchasing & Contracting Administrator.

The condition of this obligation is such that said Principal & Surety further bind themselves, their heirs, successors, executors, administrators or assigns, jointly and severally, that if they fail to pay for any materials, provisions, or other supplies, for or about the performance of the work contracted to be done- or for any work or labor of any kind, or for amounts due, the surety on this bond will pay for the same, in an amount not exceeding the sum specified in this bond, and in case suit is brought upon this bond will also pay a reasonable attorney's fee, or agrees to pay the Owner any sum which the Owner may be compelled to pay because of any lien for labor or material furnished for the work specified by said Contract.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

**SIGNED AND SEALED THIS** _____ day of _____, _____.

WITNESS:

Name

Address

PRINCIPAL:

Name of Firm

Signature of Authorized Officer

Title

Business Address

City/State/Zip

| | |
|---|---|
| WITNESS: | SURETY: |
| Name | Name of Firm |
| Address | Signature of Authorized Officer |
| | Title |
| | Business Address |
| | City/State/Zip |
| | Name of Local Agent |
| | Contractor's Director of Finance |

| | |
|---|---|
| APPROVED AS TO FORM: | ADMINISTRATIVE REVIEW: |
| _____ | _____ |
| City Attorney | Purchasing & Contracting Admin. |

(If Applicable) APPROVED AS T

**ITB#CN26N003/LR Annual Road Resurfacing FY 26**
**STATEMENT OF NO BID**

NOTE: If you do not intend to bid on this requirement, please return this form to:

City of Titusville Purchasing and Contracts
555 S Washington Ave
Titusville, FL 32781

We the undersigned have declined to bid on your Bid No. _____ for the following reason(s):

_____ Specifications too "restrictive," i.e., geared toward one brand or manufacturer only (please specify below)

_____ Insufficient time to respond to the Invitation to Bid

_____ We do not offer this commodity/service or equivalent

_____ Our product schedule would not permit us to perform

_____ Specifications unclear (please specify below)

_____ Unable to meet bond or insurance requirements

_____ Remove our company from Vendor database for this commodity/service

_____ Other (please specify below)

Remarks:_____

_____

_____

_____

| |
|---|
| PLEASE PRINT COMPANY NAME: |
| COMPANY ADDRESS: |
| TELEPHONE NUMBER: |
| PRINTED SIGNATURE: |

AUTHORIZED SIGNATURE:

***Use City Form once Project Completed-ONLY**

RELEASE OF LIEN

STATE OF FLORIDA)
COUNTY OF BREVARD)

**CONTRACTOR'S FINAL AFFIDAVIT AND RELEASE OF LIEN**

Before me, the undersigned authority, personally appeared _____

who, first being duly sworn, upon his oath deposes and says that:

1) He is _____
(Title of Officer)

of _____
(Name of Company)

doing business in the State of Florida, hereinafter called Contractor.

2) Contractor pursuant to a Contract dated _____, hereinafter referred to as Contractor, with City of Titusville, Florida, hereinafter referred to as Owner, has heretofore furnished or caused to be furnished labor, material and services for the construction of certain improvements as more particularly set forth in said Contract.

3) Contractor represents that all work to be performed under the aforesaid Contract has been fully completed and that all persons and firms who furnished material, labor and/or services incident to the completion of said work have been paid in full except to the following:

NAME ADDRESS AMOUNT DUE

_____

*(Write in "None" if all persons and firms have been paid in full)*

4) The undersigned affiant for and in consideration of final payment to him in the amount of $_____, and all other previous payments paid by Owner to Contractor, does hereby for and in behalf of the Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises owned by Owner on which improvements have been completed in connection with the aforementioned Contract.

5) The affiant herein does hereby represent that he has authority to execute a full and final Release of Lien for and in behalf of the contractor as set forth above.

6) The affiant herein makes this Affidavit and Release of Lien for the express purpose of inducing Owner to make final disbursement and payment to the Contractor in the amount of $_____.

7) This Affidavit and Release of Lien is made by affiant with full knowledge of the applicable laws of the State of Florida. In addition to such rights as maybe afforded to Owner under said applicable laws, affiant expressly agrees to indemnify and save Owner harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of claims by laborers, subcontractors or materialmen who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the work performed under the aforementioned contract.

Name of Corporation_____

By: _____
President

(Corporate Seal)

Attest:

Name of Corporation _____

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public
State of Florida at Large

My Commission Expires: _____

# DIVISION-3
# TECHNICAL SPECIFICATIONS

SECTION 1 - Technical Specifications
- Scope of Work and Intent
- Resurfacing Locations & Quantity Listing

SECTION 2 - City of Titusville Safety Requirements for Contractors

BID #CN26B003/LR
SCOPE OF WORK

1. **Scope/Intent:**

The City of Titusville intends to contract with a licensed contractor(s) to perform paving improvements on previously paved roads within Titusville in order to extend the life and enhance the ride quality, surface integrity, and sustainability. Milling/resurface approximately 7.13 miles of paved roads. The awarded Contractor(s) shall provide all labor, material, equipment, and incidentals including mobilization, and maintenance of traffic (M.O.T.), necessary to perform the average 1.5" thick mill/resurface and overlay of paved streets listed. The Contractor shall also be responsible for renting a hydrant meter to support milling operations from the City. The locations to be milled and resurfaced are as follows:

**ANNUAL RESURFACING AREAS (AREA #1):**

| STREET NAME | STATE | END | LENGTH | WIDTH | SF | SY | TNS |
|---|---|---|---|---|---|---|---|
| PALM AV N | SR 406/GARDEN ST | COLEMAN ST | 475 | 22 | 10450 | 1162 | 320 |
| COLEMAN ST | PALM AV | END | 395 | 20 | 7900 | 878 | 73 |
| LEMON AV N | SR406/GARDEN ST | END | 481 | 22 | 10582 | 1176 | 98 |

Palm Avenue North shall be an average 5" thick mill / resurface and overlay due to condition of existing street.

**ANNUAL RESURFACING AREAS (AREA#2):**

| STREET NAME | STATE | END | LENGTH | WIDTH | SF | SY | TNS |
|---|---|---|---|---|---|---|---|
| BUFFALO ROAD | US#1 | EAST END | 1905 | 20 | 38100 | 4234 | 350 |
| PLANT DRIVEWAY | END OF CUT | END OF CUT | 426 | 15 | 6390 | 710 | 59 |

**ANNUAL RESURFACING AREAS (AREA#3):**

| STREET NAME | STATE | END | LENGTH | WIDTH | SF | SY | TNS |
|---|---|---|---|---|---|---|---|
| HEMLOCK LN | WHITE OAK DR | HICKORY HILL | 2479 | 22 | 54538 | 6060 | 500 |
| HEMLOCK CT | HEMLOCK LN | END | 415 | 22 | 9130 | 1015 | 84 |
| HICKORY LAKE CT | HEMLOCK LN | END | 864 | 22 | 19008 | 2112 | 175 |
| LOOKOUT CT | HEMLOCK LN | END | 138 | 22 | 3036 | 338 | 28 |
| SLASH PINE CT | HEMLOCK LN | END | 851 | 22 | 18722 | 2081 | 172 |
| CHESTERFIELD CT | WHITE OAK DR | END | 881 | 22 | 19382 | 2154 | 178 |
| INDIAN HILL CT | STARWOOD LN | END | 626 | 20 | 12520 | 1392 | 115 |
| STARWOOD LN | LONGWOOD CT | WHITE OAK D | 499 | 20 | 9980 | 1109 | 92 |
| APPLEWOOD DR | HICKORY HILLS BLVI | HICKORY HILL | 1349 | 20 | 26980 | 2998 | 248 |
| BAYWOOD DR | HICKORY HILLS BLVI | CHERRYWOO | 820 | 20 | 16400 | 1823 | 151 |
| CHERRYWOOD LN | HICKORY HILLS BLVI | End | 2019 | 22 | 44418 | 4936 | 408 |
| DRIFTWOOD DR | HICKORY HILLS BLVI | HICKORY HILL | 1450 | 22 | 31900 | 3545 | 293 |
| HICKORY HILL CT | HICKORY HILLS BLVI | END | 289 | 22 | 6358 | 707 | 59 |
| LONGWOOD CT | END | STARWOOD L | 641 | 20 | 12820 | 1425 | 118 |
| WHITE OAK LN | HICKORY HILLS BLVI | END | 1725 | 20 | 34500 | 3834 | 317 |
| MILA ST | CHERRYWOOD LN | LONGWOOD | 269 | 22 | 5918 | 658 | 55 |
| HICKORY HILLS BLVD | SR50 | SATTERFIELD | 6016 | 22 | 132352 | 14706 | 1214 |
| GROVEWOOD LN | HICKORY HILLS BLVI | HICKORY HILL | 3704 | 22 | 81488 | 9055 | 748 |
| MULBERRY DR | HICKORY HILLS BLVI | END | 1189 | 20 | 23780 | 2643 | 219 |
| KELLEY ST | HICKORY HILLS BLVI | HICKORY HILL | 1042 | 22 | 22924 | 2548 | 211 |
| BRAMBLEWOOD LN | GROVEWOOD LN | GROVEWOOD | 882 | 20 | 17640 | 1960 | 162 |
| TEAKWOOD ST | HICKORY HILLS BLVI | GROVEWOOD | 660 | 20 | 13200 | 1467 | 122 |
| ELMWOOD CT | HICKORY HILLS BLVI | END | 360 | 20 | 7200 | 800 | 66 |
| SANDALWOOD LN | GROVEWOOD LN | END | 1987 | 22 | 43714 | 4858 | 401 |
| COTTONWOOD DR | GROVEWOOD LN | HICKORY HILL | 873 | 20 | 17460 | 1940 | 161 |
| SATTERFIELD RD | SR 405 | HICKORY HILL | 1916 | 22 | 42152 | 4684 | 387 |

PAVEMENT MARKINGs

Contractor will be responsible for replacing all existing pavement markings (crosswalks, stop bars, etc.). All striping will follow FDOT Standard Specification. Intersections that do not currently have crosswalks or stop bars will not receive new ones under this contract.

SPECIFICATIONS:

All construction shall conform to the FDOT Standard Specifications for Road and Bridge Construction, latest edition.

Work under this contract consists of providing all labor, materials, equipment and incidentals including mobilization and maintenance of traffic (MOT), necessary to mill/resurface on the listed streets.

- Milling shall be an average of 1 ½ inch depth full roadway width with 1 ½ inch asphalt paving

The Contractor shall comply with the latest FDOT Standard Specifications for Road and Bridge Construction edition sections and any listed modifications below:

SECTION 101 MOBILIZATION

SECTION 102 MAINTENANCE OF TRAFFIC

SECTION 300 PRIME AND TACK COATS

Remove 300-4 Contractor's Quality Control Plan

SECTION 320 HOT MIX ASPHALTS – PLANT METHODS AND EQUIPMENT

Use of FDOT approve plant shall satisfy requirements of this section

SECTION 327 MILLING OF EXISTING ASPHALT PAVEMENT

Remove 327-3.2 Quality Control Requirements

SECTION 330 HOT MIX ASPHALT – GENERAL CONSTRUCTION REQUIREMENTS

The following requirements are deleted from FDOT specification 330 – Hot Mix Asphalt:

Remove requirement for density cores, City shall perform coring if thickness of mat needs verifying.

Remove 330-9.3 Cross Slope, City shall perform cross slope checks

Remove 330-9.4 Pavement Smoothness, City shall perform straightedge test if needed

Remove 330-9.4.5 QC Testing

Remove 330-9.4.6 Acceptance, City shall accept via visual inspection

Remove 330-9.5.2 Reduction in Pay Item Quantity

SECTION 334 SUPERPAVE ASPHALT CONCRETE

Replace 334-4 with the following:

Use of FDOT approved mix design shall satisfy requirements of this section

Section 334-5 Acceptance shall be by visual inspection

Replace 334-7 Method of Measurement with the following:
334-7 Method of Measurement – shall be actually placed asphalt tonnage

Notice 334-8 Basis of Payment – No adjustments shall be provided from bid unit pricing. There is no bitumen adjustment provision to allow modification of asphalt pricing. The Contractor shall complete all work within stipulated schedule upon contract execution.

PUBLIC OUTREACH. The Contractor is responsible for all public outreach activities before and during construction. The Contractor shall provide written notice to all affected residents/businesses a minimum of 72 hours prior to starting work in a location. Written notice draft shall be submitted to the City for approval.

## City of Titusville

## Safety Requirements for Contractors

### Purpose

The Safety Requirements for Contractors and Subcontractors is intended to assure the safety of City of Titusville employees and the public who may be in proximity to renovation, demolition, installation, or maintenance operations conducted by Contractors or Subcontractors. Every Contractor is expected to take steps as necessary to protect the safety and health of City employees, visitors and the public during the performance of their work. Each Contractor that coordinates the work of Subcontractors shall assure that they abide by the requirements outlined herein.

### Application

Each department that coordinates or uses the services of a Contractor to perform maintenance, repair, installation, renovation or construction-related operations is expected to designate one or more persons to coordinate this program within his or her department. These Project Managers or Project Coordinators will assure that the Contractor is:

- Informed of the presence of hazards in or near the work area.
- Informed about requirements related to asbestos, lead, confined space entry, lockout/tagout, hot work, maintenance of traffic and excavation operations.
- Aware of the City's expectations regarding safety compliance and the control of worksite hazards.

### Scope

This program applies to all City of Titusville projects, and to all work performed by Contractors or Subcontractors on City of Titusville properties

### General Requirements

A copy of this document shall be made available upon request to prospective bidders/offerors at the pre-bid/pre-proposal conferences for the work. This document shall be either included with, or referenced in, the contract documents.
Submittals, where required from the Contractor by this document, shall be made in writing directly to the Purchasing and Contracting Division and copied to the Project Manager/Coordinator. Submittals shall be made sufficiently in advance to avoid delay of the project.

Where review, approval, or coordination of submittals is required, submittals shall be made at least ten (10) working days prior to the start of the project unless prior arrangements have been made. Post-job submittals, where required as outlined in this document, shall be made no later than fifteen (15) working days after completion of the project or as specified herein.

The Contractor shall provide the Project Manager/Coordinator with emergency contact phone number(s), usable 24 hours a day, for the Contractor's representative.

The Contractor bears sole responsibility for the safety of his or her employees. The Contractor is expected to take all steps necessary to establish, administer, and enforce safety rules that will meet the current requirements of the Occupational Safety and Health Administration (OSHA) and any other state or local standards, regulations or codes. These regulations include, but are not limited to:

- Title 29 of the Code of Federal Regulations (CFR) Parts 1910, Occupational Safety and Health Administration (OSHA) Standards for General Industry,
- Title 29 of the Code of Federal Regulations (CFR) Parts 1926, Occupational Safety and Health Administration (OSHA) Standards for the Construction Industry.

The Contractor bears sole responsibility for communication of safety-related information and requirements to his or her Subcontractors. The Contractor shall assure that his or her Subcontractors comply with the requirements outlined herein.

**Control of Fugitive Emissions**

The Contractor shall take all necessary precautions to control or contain fugitive emissions from the job site. Fugitive emissions include, but are not limited to:

- Nuisance dust,
- Chemical odors/vapors,
- Hazardous materials (such as lead dust or asbestos), and
- Noise.

Where the product(s) or material(s) to be used by the Contractor has a permissible exposure limit (PEL) established by OSHA, the contractor shall submit a written plan to the Project Manager/Coordinator prior to the work. This plan shall detail the methods that will be employed by the Contractor to limit, control or eliminate exposure of City employees or the public to these hazards. Where engineering controls will not control fugitive emissions of these chemicals or materials or are not feasible, the contractor shall monitor, or shall contract to have monitored, work area exposure conditions. Monitoring shall occur, at a minimum, during the start of work and whenever there is a change in procedure, process, or chemical or material used. A copy of the monitoring results shall be submitted to the Project Manager/Coordinator within 24-hours of receipt by the Contractor.

**Accidental Spills and Releases**

In the event of an accidental release or spill of chemicals or other hazardous materials the Contractor shall:

- Immediately take action as appropriate to contain the spill if this action can be taken without jeopardizing the health or safety of employees,
- Notify the fire department, or other entities as needed or required,
- Contact Human Resources Risk Manager at 321-567-3730, and
- Contact the Project Manager/Coordinator.

All costs associated with responding to or remediation of a chemical or hazardous material spill or release is the responsibility of the Contractor.

**Other Potential Safety Hazards**

The Contractor shall abide by the requirements of any sign posted in a building that requires the use of specific personal protective equipment, that restricts access to qualified or authorized persons only, or that establishes requirements for entry.

The Contractor shall abide by all safety rules and procedures, including training, as noted on the plans and specifications relating to work in areas that may be contaminated with arsenic.

## Specific Program Requirements

### Asbestos and Suspect Asbestos Containing Materials

It will be the responsibility of the Contractor to provide his or her own asbestos awareness program which shall include, but is not limited to, the information contained in this section and the OSHA asbestos-related regulations (29 CFR 1926.1101). Verification that this training has been conducted shall be supplied to the City upon request.

Contractors employed by the City to perform building or facilities-related maintenance, repair or renovation shall be informed by the Project Manager/ Coordinator of the location of suspect and known asbestos-containing materials (ACM) in the work area(s) to which they are assigned by one of the following means:

- The Project Manager/Coordinator shall provide the Contractor with a copy of an asbestos inspection report specific to their work and the materials that are to be disturbed, or
- Where the construction documents for a project clearly detail asbestos locations within the work area, these documents may serve in lieu of the inspection report.

An asbestos inspection report may, at the discretion of the Purchasing and Contracting Division, be prepared by an asbestos contractor licensed in Florida to perform the duties of Asbestos Inspector and Asbestos Management Planner.
Contractors shall, under no circumstances, damage or disturb suspect or known ACM unless they are a licensed Asbestos Abatement Contractor and have been specifically employed to perform asbestos repair or removal. If suspect asbestos materials are discovered during the course of the work, the Contractor shall stop work immediately and notify the Project Manager/Coordinator.
The Contractor shall not proceed with any change in work which requires a material to be disturbed that the asbestos inspection report, or construction documents show has not previously been tested (e.g. "suspect" ACM). If a change in the scope of work becomes necessary, the revised scope of work shall be reviewed and pre-approved by an authorized person.
Asbestos materials may not be used or installed in any City facilities.

### Lead-containing Materials

Contractors employed by the City to perform building or facilities-related maintenance, repair or renovation shall be informed by the Project Manager/Coordinator of the location of lead-containing building materials in the work area(s) to which they are assigned by one of the following means:

- The Project Manager/Coordinator shall provide the Contractor with a copy of a lead inspection report specific to their work and the materials that are to be disturbed, or
- Where the construction documents for a project clearly detail the location of lead-containing materials within the work area, these documents may serve in lieu of the inspection report.

A lead inspection report may, at the discretion of the Purchasing and Contracting Division, be prepared by a lead contractor licensed in Florida to perform the duties of Lead Inspector.

Contractors that will disturb lead-containing building materials during the course of the work shall take all necessary precautions to protect City employees, and the public from exposure to lead dust or contamination. These measures shall conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926.62 and applicable local, state and federal regulations. The Contractor shall submit a

copy of his or her lead compliance program, as required by 29 CFR 1926.62(e), with required supporting documentation for prior review and approval. This submittal shall be made sufficiently in advance of construction to avoid delay of the project.
A copy of the analytical report(s) for any personal air samples taken during the course of the work shall be provided to the City.
The Contractor shall not proceed with any change in work that requires a material be disturbed that the lead inspection report, or construction documents shows has not previously been tested unless pre-approved work procedures will be followed.
Where lead-containing materials will be disturbed or removed during the course of work, the Project Manager/Coordinator shall determine disposal requirements. If the lead-containing materials will constitute a hazardous waste, disposal of these materials shall be in accordance with applicable local, state and federal requirements. The disposal requirements must be established during the design of the project.

**Confined Spaces**

When the Contractor must perform work that involves entry into a permit-required confined space, the Project Manager/Coordinator shall:

- Inform the Contractor that the workplace contains permit spaces and that permit space entry is allowed only through compliance with a permit space program meeting the requirements set forth by OSHA (1910.146).

- Apprise the Contractor of the elements, including the hazard(s) identified and the City's experience with the space that make it a permit-required confined space.

- Apprise the Contractor of any precautions or procedures that the City has implemented for the protection of City employees in or near permit spaces where contractor personnel will be working.

- Coordinate entry operations with the Contractor when both City personnel and contractor personnel will be working in or near permit spaces.

- Debrief the Contractor at the conclusion of the entry operations regarding the permit space program followed and any hazards confronted or created in permit spaces during entry operations.

- Provide a copy of the City of Titusville's Confined Space Entry Program to the Contractor upon request.

Information on City's Confined Space Entry Program and information on specific confined spaces on City of Titusville properties may be obtained by contacting the Water Resources Safety Coordinator at 321-567-3855.

Each Contractor who is retained to perform work that will require permit space entry operations shall:
- Coordinate entry operations with the Project Manager/Coordinator when both the Contractor and City personnel will be working in or near permit spaces,
- Inform the Project Manager/Coordinator in writing of the permit space program the Contractor will follow, including written certifications for Entry Supervisors, Attendants or Entrants.
- Inform the Project Manager/Coordinator of any hazards confronted or created in permit spaces during entry operations.

- Provide a copy of the Contractor's Confined Space Program to the City upon request.
- Inform the Project Manager/Coordinator in writing of the rescue services/team they will be using during permit entry.
- Provide a copy of the canceled permit(s) to the Project Manager/Coordinator and Water Resources Safety Coordinator at the conclusion of entry operations.

**Hazard Communication**

Chemicals are used at City of Titusville facilities. Chemical use is routine in, but is not limited to, the following areas or locations:

- Laboratories.
- Fume hood exhausts on the roofs of laboratory buildings. (In general, signs have been posted on the roof access hatch or door restricting access to the roofs of buildings where fume hood exhausts are located).
- Chemical stock rooms.
- Chemical waste accumulation areas.
- Water Production and Reclamation Facilities
- Paint and chemical storage areas.
- Maintenance Facilities.

The Project Manager/Coordinator shall inform the Contractor of the following:

- Known hazards and any required safety procedures that must be followed in the Contractor's work area.
- Method for obtaining access to Material Safety Data Sheets (MSDS) for hazardous chemicals present in the Contractor's work area.
- Information about the labeling system used in the work area.
- Emergency procedures that the Contractor is to follow in the event of accidental exposures or releases of hazardous chemicals.

MSDS are required to be maintained and to be accessible to employees in each work area, and MSDS for all chemicals may be obtained from the Human Resources Risk Manager.

The Contractor shall maintain, on-site, MSDS for all hazardous chemicals used or stored at that job site. Copies of MSDS shall be provided to the Project Manager/Coordinator by the Contractor prior to start of work.

The Contractor shall take precautions to ensure hazardous chemicals or materials are handled and disposed of in accordance with federal and state regulations. Where a hazardous waste disposal manifest is required by these regulations, the Contractor shall Project Manager/Coordinator to assure that manifesting; storage, and the proposed disposal method and disposal site meet requirements. The Contractor shall supply a copy of the completed waste manifest to the Project Manager/Coordinator within 24-hours of receipt.

Where the Contractor has secured air samples documenting employee exposure to airborne chemical or particulate hazards during the course of their work, a copy of all air samples results shall be provided to the Project Manager/Coordinator within 24-hours of receipt by the Contractor.

**Electrical Safety and Lockout/Tagout**

The Project Manager/Coordinator shall inform the Contractor of City of Titusville lockout/ tagout procedures.

The Contractor shall ensure that his/her personnel understand the City's energy control procedures and comply with the requirements of the City's lockout/tagout program.

A copy of the City's Electrical Safety and Energy Control Policy programs shall be provided to the Contractor upon request. If the Contractor will be using their own lockout/tagout procedure, the Project Manager/Coordinator shall ensure that City personnel in the work area understand the Contractor's control procedures and that they comply with the requirements of the Contractors' program. A copy of the Contractor's electrical safety and lockout/tagout programs shall be made and provided to the City before commencement of work.

**Trenching and Excavations**

The Contractor shall coordinate trenching and excavation work with the Project Manager/Coordinator, and Sunshine One Call (by dialing 811) to assure the coordination of work and shutdown of utilities if necessary.

The design of sloping and benching systems, support systems, shield systems or other protective systems shall conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926 Subpart P.

Trenching or excavations below the level of the base or footing of any foundation or retaining wall, or adjacent to any utility, sidewalk or roadway, will not be permitted unless:

- A support system, such as underpinning, is provided to ensure the safety of employees and the stability of the structure, or
- The excavation is in stable rock, or
- A registered professional engineer has approved the determination that the structure is sufficiently removed from the excavation so as to be unaffected by the excavation activity, or
- A registered professional engineer has approved the determination that such excavation work will not pose a hazard to employees or the structure.

This determination is the responsibility of the Contractor except as permitted, required or otherwise allowed by the project specifications or drawings.
The Contractor shall notify the Project Manager/Coordinator of the name of the individual that is to serve as the Contractor's competent person as defined by this program and the OSHA regulations. The Contractor's designated competent person shall maintain a written log of the daily inspections made of excavations, adjacent areas, and protective systems. A copy of this written log shall be made available to the City upon request. Where the design of a sloping and benching system, support system, shield systems or other protective systems requires review and approval by a registered professional engineer, the Contractor shall submit a copy of the completed review to the Project Manager/Coordinator prior to start of work.

**Fall Protection**

Fall protection may be needed in work involving ramps, runways, and other walkways; excavations; hoists; holes; form work and reinforcing steel; leading edges; unprotected sides and edges; overhand bricklaying and related activities; roofing; pre-cast concrete erection; wall openings; scaffolds; ladders; and other walking/working surfaces, in accordance with 29 CFR 1926 Subpart M. Protect employees working 6 feet (1.8 meters) or more above a lower level and those who may fall into dangerous equipment. Typical fall protection systems include controlled access zones, guardrails, fences, covers, safety nets, and personal fall arrests.

For work conducted for the City of Titusville in which fall hazards are present, use employees trained on how to recognize and minimize fall hazards and how to properly use fall protection systems and equipment. MAKE DOCUMENTATION OF TRAINING AVAILABLE to the City upon request.

**Hoists and Cranes**

Designate a competent person who will inspect all machinery and equipment prior to each use, and during use, to make sure it is in safe operating condition. Repair deficiencies and replace defective parts before continued use. Install barricades to prevent injury to employees or passers-by (Reference 29 CFR 1926, Subpart N).

Do not exceed safe working loads. Take precautions to prevent physical contact with power lines either by maintaining adequate distance, use of insulating barriers, or de-energizing of power lines, as appropriate.

Properly anchor equipment and do not use roofs or walls for a supporting brace.

**Hot Work**

Contractors performing hot work shall maintain a Hot Work Permit Program complying with the OSHA requirements found in 29 CFR 1926.352, ANSI Z49.1-88 and NFPA 51B. Examples of hot work include, but are not limited to, use of open flames, compressed gases or supplied fuel burning, brazing, cutting, grinding, soldering, thawing pipe, torch applied roofing, and welding. A copy of the canceled permit(s) shall be provided to the Project Manager/Coordinator after completion of the work.

**Work Area Traffic Control**

An approved traffic control plan is required in accordance with the Florida Department of Transportation and the Manual of Uniform Traffic Control Devices, Part VI, and Plans and Specifications. Use and submittal of the FDOT Index 600 series is acceptable by the City.

**Personal Protective Equipment**

Personal protective equipment such as hard hats, eye protection, foot protection, hearing protection, respirators, etc., shall be worn as required, in accordance with OSHA regulations.

**Work Site Inspections**

Unannounced work site inspections may be conducted by City Safety Representatives or designated departmental personnel. These inspections are conducted solely for the benefit of the City, and shall not relieve the contractor of responsibility for enforcement of, and compliance with OSHA and other state and local regulations.

In the event that work site conditions exist that potentially impact the safety of City employees or the public, the inspector shall issue a verbal or written warning to the Contractor and shall notify the Project Manager/Coordinator. If the unsafe conditions cannot be immediately corrected and represent a danger or have the potential to harm employees, or the public, then the inspector will:

- Detail the OSHA violations that were noted, and explain the potential impact upon employees, or the public,
- Require that the Project Manager/Coordinator have the Contractor stop work until the unsafe conditions can be mitigated,
- Issue a formal written report of the violations to the Contractor. This report shall be copied to the Project Manager/Coordinator.

Reports of deficiencies may be factored into the evaluation of the contract by the City, and may be included in a vendor complaint file that is available for review by other state agencies.

Repeat safety violations and/or a single serious, willful safety violation by a Contractor may warrant review and termination of the contract.

"Serious, willful safety violation" is defined, for the purposes of this program, as a work activity with a substantial probability that death or serious physical harm could result, and where the potential hazard was known or should have been known, but where the work activity was continued, regardless of the existence of the potential safety hazard.

**Definitions**

***Competent Person:*** As related to excavation, trenching or shoring work, the Contractor's "competent person" means one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

***Confined Space:*** A confined space is a space that is large enough for a person to enter, that has limited means for entry or exit, and that is not designed for continuous occupancy. Examples include tanks, silos, storage bins or hoppers, utility vaults, and pits.

***Purchasing and Contracting Division:*** The Division of the Support Service's Department at the City that has contracted for work to be performed by a Contractor.

***Contractor:*** An entity or agency employed by the City to perform the installation or maintenance of equipment, or the renovation or construction of a building, room or facility on City property.

***Lockout/Tagout:*** A program used to ensure that employees are protected from sources of potentially hazardous energy. The program requires that hazardous energy sources be identified and locked and/or tagged-out before work is done on the system(s).

***Maintenance of Traffic:*** Maintenance of Traffic is a reference to the Florida Department of Transportation requirement for an approved traffic control plan and FDOT certification of contractor personnel responsible for supervision, placement, maintenance or inspection of work zone traffic control, in accordance with the FDOT Roadway and Traffic Design Standards, Index 600 and Part VI of the Manual of Uniform Traffic Control Devices, and Plans and Specifications.

***Permit-required confined space:*** A permit-required confined space is a confined space that contains potential or known safety hazards that must be dealt with prior to or during entry to assure the safety of those employees performing the work.

***Project Manager/Coordinator:*** The individual(s) within a Department that has been assigned duties related to oversight or coordination of work performed by a Contractor as defined in this program.

**Appendix A**

***The following checklist is provided to assist the Project Manager/Coordinator with complying with the requirements outlined in this program.***

| | |
|---|---|
| Name of Project Manager/Coordinator: | |
| Work Site(s) and Location(s): | |
| | |
| | |
| | |
| Applicable Date(s): | |
| Contractor Name: | |
| Contractors Representative: | |
| 24-hour phone number: | |

| Action Required | |
|---|---|
| Traffic Control Plan Required?<br>If yes, is the Contractor certified by the FDOT for Maintenance of Traffic? | ☐ Yes<br>☐ No |
| Asbestos review required?<br>If yes, provide inspection report to Contractor or assure that the Construction Documents detail the location(s) of asbestos within the work area. | ☐ Yes<br>☐ No |
| Lead materials review required?<br>If yes, provide inspection report to Contractor or assure that the Construction Documents detail the location of lead-containing materials within the work area. | ☐ Yes<br>☐ No |
| Will the work require entry into a permit-required confined space? | ☐ Yes<br>☐ No |
| • If yes, inform the Contractor about known hazards and history of entry operations for each space that they will enter. Contact Water Resources Safety Coordinator at 321-567-3855 for assistance as needed.<br>• If yes, the Project Manager/Coordinator will debrief the Contractor after the work in these spaces is completed. | |
| • Will both the Contractor and City personnel be working in or near the permit-required confined space(s)? | ☐ Yes<br>☐ No |
| • If yes, determine if the Project Manager/Coordinator or the Contractor will coordinate entry operations to assure that everyone is aware of any work that is taking place that could affect personnel in the confined space.<br>• If yes, provide a copy of the City's Confined Space Program to the Contractor and require that he or she conform to the requirements of that program.<br>• If yes, at the end of entry operations, obtain a copy of all canceled permits, and send a copy of this information to the Water Resources Safety Coordinator. | |

| | |
|---|---|
| Hazard Communication:<br>Provide the following to the Contractor:<br>• Information on precautions and safety procedures that must be followed in the work area.<br>• Access to MSDS for hazardous chemicals located in the work area.<br>• Information regarding the labeling system used in the work area.<br>• Emergency procedures to be followed in the event of accidental exposure or release of hazardous chemicals or materials.<br><br>Obtain a list of, and MSDS for, all chemicals that the Contractor will be using. Provide a copy to Project Manager/Coordinator for review and approval.<br><br>The Contractor understands that MSDS must be kept on-site for all chemicals used by the Contractor on City property, and that no other chemicals may be brought on-site without prior approval by the Project Manager/Coordinator. | ☐ Yes<br>☐ No |
| Will Personal Protective Equipment be required on the project site?<br><br>• If respiratory protection or hearing protection is required, obtain copies of the contractor's Respiratory Protection and Hearing Conservation Programs | ☐ Yes<br>☐ No |
| Will work by the Contractor involve electrical or mechanical systems?<br><br>• If yes, inform the Contractor of the lockout/tagout procedures followed by City personnel. Make sure that all City employees in the work area are aware of the Contractors lockout/tagout procedures. | ☐ Yes<br>☐ No |
| Will Hot Work Permits be required during the Contractors work?<br><br>If yes, coordinate Hot Work permits with designated personnel. | ☐ Yes<br>☐ No |
| The Contractor understands that any hazardous waste generated during the work must be disposed of in a manner consistent with all applicable state and federal regulations, and that prior approval is required for the disposal method and disposal site? | ☐ Yes<br>☐ No |
| The Contractor representative understands that it is his/her responsibility to relay the above information to other contract employees and his or her subcontractors. | ☐ Yes<br>☐ No |
| The Contractor has been given the opportunity to ask questions and have those questions answered to his/her satisfaction. | ☐ Yes<br>☐ No |

| Bid #: CN26-B-003LR | Due Date: October 28, 2025 @ 3:00 PM | Mail Date: September 25, 2025 |
|---|---|---|
| Leslie Rothering<br>Purchasing & Contracting | Respond: 555 South Washington Avenue<br>Titusville, Florida 32796 | |
| Bid Title/Name: Annual Road Resurfacing: Public Works FY26 | | |

# CITY OF TITUSVILLE, FLORIDA

*Standard Contract Book & Special Provisions*

# ANNUAL ROAD RESURFACING: PUBLIC WORKS

October 2026

## NOTICE OF INVITATION FOR BIDS

SEALED BIDS FOR A LICENSED QUALIFIED FIRM to perform paving improvements on previously paved roads within Titusville in order to extend the life and enhance the ride quality, surface integrity, and sustainability. Milling/resurface approximately 7.13 miles of paved roads. WITHIN TITUSVILLE, FL WILL BE ACCEPTED BY THE CITY OF TITUSVILLE AT CITY HALL, 555 S. WASHINGTON AVENUE, TITUSVILLE, FLORIDA 32796, UNTIL OCTOBER 28, 2025 @ 3:00 P.M., AT WHICH TIME AND DATE THE BIDS WILL BE PUBLICLY OPENED IN THE CITY COUNCIL CHAMBER. ANY BIDS RECEIVED AFTER THE TIME AND DATE SPECIFIED ABOVE WILL NOT BE CONSIDERED. SEALED ENVELOPES SHALL CONTAIN THE NAME OF THE BIDDER AND BE MARKED AS FOLLOWS:

COMPANY NAME: V.A. Paving, Inc.
BID NUMBER: CN-26-B-003 LR
TITLE: ANNUAL ROAD RESURFACING: PUBLIC WORKS
DUE DATE: OCTOBER 28, 2025@ 3:00 P.M.

**Bids shall be submitted in one (1) original hard copy along with an electronic copy on CD or USB drive.** Firms interested in submitting a bid may obtain a complete bid package from DemandStar, or may request the bid package from the Purchasing and Contracting Administration office by email at Leslie.Rothering@titusville.com. The bid package will be provided in electronic format as a pdf document upon request.

Firms shall be properly licensed to conduct its business in the City of Titusville, with all licenses, permits, and certificates as required by all local, State of Florida, and Federal agencies.

No bid shall be considered unless sealed and filed with the Purchasing & Contracting Office at the address specified, no later than the time set forth above. The official time will be the date and time packet is stamped received in the Purchasing and Contracting Office. Each bid must be accompanied by all bid forms provide within the Solicitation packet and a Bidder's Bond, payable to City of Titusville, Florida for five percent (5%) of the amount of the bid; to be forfeited as liquidated damages in the event that the bid is accepted, and the bidder fails to enter promptly into a written contract and furnish the required Performance Bond, Payment Bond, and Insurance Certificates. Bids arriving after the designated time will be returned unopened.

Payment and Performance Bond in an amount equal to 100% of the contract amount will be required as well as a one-year Maintenance Bond equal to 10% of the final contract. Questions concerning this project should be directed to Laura Sidock, Procurement Analyst by email at Leslie.Rothering@titusville.com. Questions submitted within 7 days of bid opening will not be answered.

The City reserves the right to make any changes to this bid, or to reject any and all, or parts of any and all bids, or to accept any bid or portion thereof deemed to be in the best interest of the City, or postpone or cancel, at any time, this bid, or to re-solicit this bid, or to waive any irregularities in this bid or in the offers received as a result to this bid. The City also reserves the right to request clarification or information from any bidder. The City is not liable for any expenses incurred by any firm as a result of being a respondent to this solicitation.

## Bidder Checklist

One (1) original hardcopy completed on the Bid Packet as furnished with one (1) electronic copy using a CD or USB drive. Following items must be included with submittal for Bid to be considered responsive.

- ☑ Bidder's Checklist & Addendum Acknowledgements – **Page 3**
- ☑ Bid Form and Price Proposal Form – **Page 87 –**
- ☑ Bid Bond – **Page 93**
- ☑ Certificate as to Corporate Principal – **Page 95**
- ☑ Affidavit – **Page 97**
- ☑ Subcontractor list – **Page 98**
- ☑ Questionnaire Form (including References) - **Page 99**
- ☑ Florida Trench Safety Act - **Page 102**
- ☑ Public Entity Crimes - **Page 104**
- ☑ Scrutinized Companies Certificate: Pursuant to Florida Statute § 287.135 – **Page 107**
- ☑ E-Verify Affidavit E-Verify #386216 **Page 109**
- ☑ Drug Free Workplace Certification – **Page 110**
- ☑ Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion – **Page 111**
- ☑ Equal Employment Opportunity Certification – **Page 112**
- ☑ Form of Non-Collusion Affidavit – **Page 113**
- ☑ Human Trafficking Affidavit _ **Page 114**
- ☑ Disclosure Form Foreign Influence -_ **Page 115**

**Technical Specifications and Scope of Work – Page 124**

Addendum Acknowledgment - Bidder acknowledges that the following addenda have been received and are included in this Bid:

| | | |
|---|---|---|
| ☒ | Addendum 1 1 | Dated 10/14/25 |
| ☒ | Addendum 1 2 | Dated 10/20/25 |
| ☐ | Addendum 1 | Dated |

**Proof that your firm is licensed to perform this work, proof of insurance, and all completed Required Forms within this packet must be included with this bid for your bid to be considered.**

*PLEASE COMPLETE AND SUBMIT WITH BID*

**BID PRICE PROPOSAL**
(Bid Form)

**Project Identification:** **ANNUAL ROAD RESURFACING PROJECT FY 26**
**Project Bid No.:** **Bid #CN26B003/LR**

TO: CITY OF TITUSVILLE:
In accordance with your advertisement inviting bids to be received at City Hall Purchasing & Contracting Division, 555 South Washington Avenue, Titusville, Florida, 32796 this Bid Proposal is submitted for the above captioned project.

| | |
|---|---|
| NAME OF BIDDER: V.A. Paving, Inc. | |
| BUSINESS ADDRESS: 2955 Lake Dr Cocoa, FL 32926<br><br>PHONE NUMBER: 321-636-2565 FAX NUMBER: 321-631-4541<br>EMAIL ADDRESS: debra.mallard@vapaving.com | |
| BIDDER'S SIGNATURE & TITLE:<br>Debra Mallard, President | |
| CONTRACTOR'S FLORIDA LICENSE NUMBER (S): CUC057261 | |
| CITY OF TITUSVILLE BUSINESS TAX RECEIPT NUMBER: | |
| FEID #<br>59-2147362 | SAM.GOV #<br>UXN5U1GMRKM7 |

BIDDER DECLARATION/ACKNOWLEDGEMENT

THIS BID IS SUBMITTED TO THE CITY OF TITUSVILLE (AKA – OWNER):

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the City, in the form provided herein, to perform and furnish all Work specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid Form and the Agreement, and in accordance with the other terms and condition of the Contract Documents and Instructions to Bidders made a binding part of this bid.

2. Bidder accepts all of the terms of the Bidding Documents including without limitation those addressing the disposition of the Bid Bond.

3. This bid will remain open for a period of ninety (90) consecutive calendar days after the date

of the bid opening.

4. In submitting this Bid, the Bidder further represents and warrants as follows:
   a. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site conditions, locality, all applicable laws, regulations, jurisdictions, etc., which may affect cost, progress of the Work, performance or furnishing of necessary materials for the Work.
   b. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface of subsurface structures at or contiguous to the site (except Underground facilities) which have been identified in the supplementary conditions as provided for herein. BIDDER accepts determinations set forth hereby to the extent that "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as limited by the provisions associated with the data. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER'S purposes. BIDDER acknowledges that OWNER does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
   c. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and program incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
   d. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
   e. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and date with the Contract Documents.
   f. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by CITY is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
   g. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a farce or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and

BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

h. BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete all work of the PROJECT within the Contract Time specified in the Construction Contract. BIDDER further accepts the provisions of the Construction Contract as to liquidated damages and agrees to pay as liquidated damages the amount stated in the Construction Contract and General Conditions, for each consecutive calendar day completion of the Work is delayed.

Completion Schedule

1) The Project shall be substantially complete in 90 **consecutive calendar days** from the official Notice to Proceed.

2) The Project shall be fully complete (completed, inspected and ready for Final Payment) in 120 **consecutive calendar days** from the official Notice to Proceed.

5. All bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.

6. In accordance with Instructions to Bidders, if the Contract is to be awarded, it will be awarded on the basis of the lowest "Total Base Bid" after adjustments for additive or deductive alternates. Additive or deductive alternates (if any) will be considered in determining the lowest responsive, responsible Bidder. The OWNER reserves the right to accept any or all additive or deductive alternates, in his sole discretion, prior to the award of the Contract. The OWNER also reserves the right to delete any portion of the Work as shown in the bid schedule prior to award and adjust each bidder's "Total Bid" accordingly.

7. The documents are attached to and made a condition of this Bid. PLEASE NOTE YOUR ACKNOWLEDGEMENT BY INITIALING IN SPACE PROVIDED ON BID CHECKLIST.

Having carefully examined the Bid Documents, comprised of the plans, specifications, and all other documents bound herewith and or referenced hereby, any addenda or bulletin as prepared or sanctioned by the City and being familiar with the various conditions affecting the work, the Bidder proposes and agrees, if this Proposal is accepted, to execute all appropriate Contract Documents for the purpose of establishing a formal contractual relationship between him and the City, for the furnishing of all materials and the performance of all Work to which this bid proposal pertains and for which the following total bid is submitted:

*PLEASE COMPLETE AND SUBMIT WITH BID*

Contruct and Pave Parking lot_____

**LEGEND:** LS = LUMP SUM TN=TONS SY = SQUARE YARDS EA = EACH LF = LINEAR FOOT GM = GRAM

**FY26 ANNUAL ROAD RESURFACING**
**BID PRICING**

| ITEM | DESCRIPTION | PLAN QTY | UNIT | UNIT PRICE | ACTUAL COST |
|---|---|---|---|---|---|
| | | | | | |
| 1 | MOBILIZATION-GENERAL CONDITIONS & DEMOBILIZATION | 1 | LS | $ 12,000.00 | $ 12,000.00 |
| 2 | MAINTENANCE OF TRAFFIC | 1 | LS | $ 18,000.00 | $ 18,000.00 |
| 3 | MILLING (1.5" AVG. DEPTH) | 87,846 | SY | $ 2.65 | $ 232,791.90 |
| 4 | MILLING (5.0" AVG DEPTH) | 1,162 | SY | $ 6.00 | $ 6,972.00 |
| 5 | ASPHALT SP-9.5 | 7,584 | TN | $ 114.00 | $ 864,576.00 |
| 6 | INLET PROTECTION SYSTEM | 1 | LS | $ 5,000.00 | $ 5,000.00 |
| 7 | MANHOLE, ADJUST, UTILITIES | 1 | LS | $ 7,500.00 | $ 7,500.00 |
| 8 | VALVE BOXES, ADJUST | 1 | LS | $ 2,500.00 | $ 2,500.00 |
| 9 | PAINTED PAVEMENT MARKINGS, FINAL SURFACE | 1 | LS | $ 25,000.00 | $ 25,000.00 |
| | | | | GRAND TOTAL | $ 1,174,339.90 |

THE ABOVE BID QUANTITIES ARE THE CITY'S ESTIMATED REQUIREMENTS AND WILL BE USED SOLELY FOR BID EVALUATION AND CONTRACT AWARD PURPOSES. THESE QUANTITIES DO NOT CONSTITUTE A GUARANTEE OF WORK OR INTENT THEREOF. THE CITY DOES NOT REPRESENT THAT THE ACTUAL QUANTITIES OF WORK PERFORMED WILL CORRESPOND WITH THE ABOVE BID QUANTITIES. FURTHERMORE, THE CONTRACTOR SHALL NOT PLEAD MISUNDERSTANDING OR DECEPTION BECAUSE OF QUANTITIES OR OF THE CHARACTER, LOCATION OR OTHER CONDITIONS PERTAINING TO THE WORK.

CONTRACTOR AGREES THAT PAYMENTS, FOR SATISFACTORY WORK PERFORMED, WILL BE BASED ON THE ACTUAL QUANTITIES OF WORK INSTALLED, AND THE ACTUAL QUANTITIES MAY BE GREATER THAN OR LESS THAN THE ABOVE BID QUANTITIES.

CONTRACTOR'S BID PRICES SHALL INCLUDE ALL SUPERVISION, LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, ADMINISTRATION, OVERHEAD AND PROFIT, AND ANY OTHER INCIDENTALS REQUIRED TO COMPLETE THE WORK TO THE CITY'S SATISFACTION AND READY FOR USE. NO SEPARATE PAYMENT WILL BE MADE FOR ANY OTHER ITEMS, REQUIRED TO BE PERFORMED BY THE CONTRACTOR TO COMPLETE THE WORK, WHICH ARE NOT CONTAINED IN THE ABOVE BID SCHEDULE. ACCORDINGLY, THE CONTRACTOR MUST INCLUDE ALL THE COSTS, FOR THE WORK AND THE SERVICES

REQUIRED TO BE PERFORMED OR PROVIDED BY THE CONTRACTOR, IN THE CONTRACTOR'S BID PRICES FOR THE PAY ITEMS CONTAINED ABOVE.

THE FOLLOWING ITEMS AND THE COST OF SUCH WORK ARE SOME EXAMPLES OF WORK FOR WHICH NO PAY ITEMS HAVE BEEN ESTABLISHED AND CONSEQUENTLY THE CONTRACTOR MUST INCLUDE SUCH COSTS IN THE ABOVE BID ITEMS:

1. Maintaining and supporting existing above ground and below ground utility structures,
2. All other General Conditions including insurance, bonding, providing proper safety and sanitary facilities for workers, etc.
3. Any other required work or service not included in the Schedule of Bid Items.

The City reserves the right to award the contract to either the firm that submits the lowest "Bid Total Price" or the firm that submits the lowest bid price resulting from adding unit prices, provided that said bid is both responsive and responsible.

Bidder proposes to do the Work for the above Bid for (words) One Million One Hundred Seventy Four Thousand Three Hundred Thirty Nine Dollars & Ninty cents ($ 1,174,339.90 ).

BIDDER WARRANTS TO COMPLETE ALL THE CONTRACT WORK WITHIN 120 CONSECUTIVE CALENDAR DAYS.

**BIDDER INFORMATION:**

| | |
|---|---|
| COMPANY NAME AND ADDRESS:<br>V.A. Paving, Inc.<br>2955 Lake Dr Cocoa, FL 32926 | PHONE # 321-636-2565<br>FAX # 321-631-4541<br>E-MAIL: debra.mallard@vapaving.com<br>FEIN # 59-2147362<br>DUNS# 063896807 |
| AUTHORIZED SIGNATURE: Debra Mallard<br>PRINTED SIGNATURE: Debra Mallard<br>TITLE: President | |
| DATE SIGNED: 10/28/25 | |

**OFFICIAL ADDRESS, PHONE & FAX NUMBER (If different from above).**

Address: _____

Phone No. _____ Fax No. _____

**BID SECURITY**

Accompanying this Proposal is a five percent (5%) **(circle one)** Certified Check, Bid Bond, Cashier's Check in the amount of Dollars ($_____ ) as bid security.

# WESTFIELD INSURANCE COMPANY

Westfield Group®1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

**Conforms to Document A310™ - 2010**

# *Bid Bond*

**CONTRACTOR:**
*(Name, legal status and address)*
V.A. Paving, Inc.
2955 Lake Drive
Cocoa, FL 32926

**SURETY:**
*(Name, legal status and principal place of business)*
**WESTFIELD INSURANCE COMPANY**
**1 Park Circle, PO Box 5001**
**Westfield Center, OH 44251-5001**

**OWNER:**
*(Name, legal status and address)*
City of Titusville
555 South Washington Ave.
Titusville, FL 32796

**BOND AMOUNT:** Five Percent of the Amount Bid (5%)

**PROJECT:**
*(Name, location or address, and Project number, if any)*
Annual Road Resurfacing Public Works FY26

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of October, 2025

V.A. Paving, Inc.
*(Principal)* *(Seal)*

*(Witness)*

By: _____
Debra Mallard, President
*(Title)*

*(Witness)*

**WESTFIELD INSURANCE COMPANY**
*(Surety)* *(Seal)*

By: _____
Tina Montanez, Attorney-In-Fact
*(Title)*

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General
Power
of Attorney

CERTIFIED COPY

POWER NO. **0994372 02**

# Westfield Insurance Co.
# Westfield National Insurance Co.
# Ohio Farmers Insurance Co.

Westfield Center, Ohio

*Know All Men by These Presents,* That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

**BRADFORD W. BUSH, KYLE C. WHITMAN, CLARENCE F. GREENE, III, TINA MONTANEZ, JOINTLY OR SEVERALLY**

of **JACKSONVILLE** and State of **FL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.** - - -

*PLEASE COMPLETE AND SUBMIT WITH BID*

**CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, Terri M Hart, certify that I am the Secretary of the Corporation named as Principal in the within bond, that Debra Mallard who signed the said bond on behalf of V.A. Paving, Inc. the principal, was then President of said corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and on behalf of said corporation by authority of its governing body.

Terri M Hart

Terri M Hart, Corp Sec/V.P.

(Corporate Seal)
Secretary

V.A. PAVING CORPORATE SEAL INCORPORATED

STATE OF FLORIDA)
COUNTY OF BREVARD)
CITY OF TITUSVILLE)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Debra Mallard to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fact for the Corporation, and that he has been authorized by V.A. Paving, Inc. to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Titusville, Florida.

Subscribed and sworn to before me this 28 day of October, 2025,

**INSTRUCTIONS: Bid Bonds must be accompanied by an affidavit and a Power of Attorney, in compliance with Instructions to Bidders.**

Notary Public

My Commission Expires

JONI BOHNE
Commission # HH 655435
Expires July 24, 2029

*PLEASE COMPLETE AND SUBMIT WITH BID*

**CERTIFICATE**

**I HEREBY CERTIFY** that a meeting of the Board of directors of V.A. Paving, Inc., corporation under the laws of the State of Florida held on the 28 day of October, the following resolution was duly passed and adopted:

**"RESOLVED,** that Debra Mallard, as President (title) of the corporation, is hereby authorized to execute the contract 28 day of October, 2025, between the CITY OF TITUSVILLE, a municipal corporation, and this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed shall be the official act and deed of this corporation."

**I FURTHER CERTIFY** that said resolution is now in full force and effect.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the official seal of the corporation this 28 day of October, 2025.

Terri M Hart Secretary

Notary Public Information

STATE OF FL
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 28 day of October, 2025 (year), by Debra Mallard (name of person acknowledging).

Joni Bohne
(Print, Type, or Stamp Commissioned Name of Notary Public)

(Signature of Notary Public - State of Florida)

X Personally Known Y OR Produced Identification _____
Type of Identification Produced _____

JONI BOHNE
Commission # HH 655435
Expires July 24, 2029

*PLEASE COMPLETE AND SUBMIT WITH BID*

STATE OF FLORIDA )
COUNTY OF BREVARD )
CITY OF TITUSVILLE )

**AFFIDAVIT**

Before me, the undersigned authority, personally appeared Debra Mallard who, first being duly sworn, upon his oath deposes and says:

Thatshe is the (contractor) (sub-contractor) on the following described public works:

JOB DESCRIPTION: Annual Road Resurfacing: Public Works

CONTRACTOR (SUBCONTRACTOR): V.A. Paving, Inc.

ADDRESS:

2955 Lake Dr Cocoa, FL 32926

CONTRACTING AUTHORITY: Debra Mallard
PREVAILING WAGE DETERMINATION NO.: (as applicable) _____

**AND FURTHER AFFIANT SAYETH NOT.**

Debra Mallard, President

Sworn to and subscribed before me this 28 day of October, 2025.

JONI BOHNE
Commission # HH 655435
Expires July 24, 2029

Notary Public, State of Florida at Large

My Commission Expires

**The contractor shall execute and mail this affidavit to the Florida Department of Commerce, Bureau of Workers' Compensation, Ashley Building, 1321 Executive Center Drive, East, Tallahassee, FL 32301, within ten (10) days of the commencement of work. Copies should be forwarded to the office of the Purchasing & Contracting Administrator.**

*PLEASE COMPLETE AND SUBMIT WITH BID*

## PERFORMANCE OF WORK BY SUBCONTRACTORS

The BIDDER hereby states that he proposes, if awarded the Contract, to use the following subcontractors on this project: List below all proposed subcontractors and trade specialties and costs. (List only one subcontractor for each item.) Write on back or provide additional pages if additional space is needed.

| NAME OF SUBCONTRACTOR | TRADE OF SUBCONTRACTOR | COST OF WORK |
|---|---|---|
| Mill-It Corporation | Asphalt Milling | $65,000.00 |
| Fausnight Stripe & Line | Pavement Markings | $20,000.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | **TOTAL:** | $85,000.00 |

*PLEASE COMPLETE AND SUBMIT WITH BID*

**REFERENCE FORM BIDDER QUALIFICATION QUESTIONNAIRE**

Submitted by V.A. Paving, Inc.
Name of Bidder

Contractor's License # CUC057261
( ) An Individual ( ) A Partnership (X) A Corporation

Federal Identification # 59-2147362

Principal Office Address: 2955 Lake Dr Cocoa, FL 32926

City of Titusville □Yes or ☑No: Other (City/County/Etc.) Cocoa, Brevard

Please answer the following:

1. Number of years your firm/company has been in business under present name: 43 years.
2. Is your company incorporated in the State of Florida? X Yes ____ No
3. Headquarter address if different from business address____
4. How many years' experience in comparable road resurfacing projects and related projects resulting in satisfactory rehabilitation or improvement has your organization had
   a. As a Contractor? 43 Years As a Subcontractor? 43 years

(A) Business/Organization (Nam): Brevard County
Address: 2725 Judge Fran Jamieson Way Bldg. A-219 Viera, Fl 32940
Contact Person (Name): Taylor Mottolo Telephone: (321) 617-7202
Fax and/or Email: taylor.mottolo@brevardfl.gov
Date Project Complete: 01/23 - 12/23 Contract Total: $9,916,404.00
Description of Service: Mill & Pave Road Resurfacing
Number of square yards treated 10,000

(B) Business/Organization (Name): DNC Parks & Resorts at KSC, Inc.
Address: Mail Code: DNPS Kennedy Space Center, FL 32899
Contact Person (Name): Anthony Spiteri Telephone: 574-514-0926
Fax and/or Email: aspiteri@delawarenorth.com

Date Project Complete: 8/22 - 2/24 Contract Total: $4967,544.00

Description of Service: Contruct and Pave Parking lot text here

Number of square yards treated 4,000 (C)

Business/Organization (Name): City of Titusville

Address: 2910 Garden St Titusville, FL 32796

Contact Person (Name): Kevin Cook Telephone: (321) 383-5815

Fax and/or Email: kevin.cook@cityoftitusville.com

Date Project Complete: 6/23 - 12/23 Contract Total: $1062491.00

Description of Service: Road Resurfacing

Number of square yards treated 105,000

(D) Business/Organization (Name): FDOT

Address: 555 Camp Rd Cocoa, FL 32926

Contact Person (Name): Jitu Prajapati Telephone: 407-709-0207

Fax and/or Email: jprajapati@pics-llc.com

Date Project Complete: 4/22 - 3/23 Contract Total: $10869062.00

Description of Service: Mill & Pave Road Resurfacing

Number of square yards treated 40,000 (E)

Business/Organization (Name): _____

Address: _____

Contact Person (Name): _____ Telephone: _____

Fax and/or Email: _____

Date Project Complete: _____ Contract Total: _____

Description of Service: _____

Number of square yards treated _____

6. Have you ever failed to complete any work awarded to you? If so, where, and why?

NO

7. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? If so, state name of individual, name of other organization, and reason, therefore.

   No

8. Has any officer or partner of your organization ever failed to complete any construction contract handled in his own name? If so, state name of individual, name of owner and reason, therefore.

   No

9. Give below any information which would indicate the size and capacity of your organization, including number of employees, equipment owned by your organization, etc., which are available for utilization on this Contract. Approx 70 employees Asphalt Plant, Paver, Loader, Roller, Dump Truck, Broom Tractor, Skid Steer

10. What is your bonding capacity? $70 Million

11. What amount of your bonding capacity has been used as of the date of this bid? 40%

12. How many applications for performance & payment bonds were made within prior 3yrs? 6

13. How many of these applications were not approved? 0

14. Have any claims been filed against your surety bond company in the last five (5) years? If so, describe the nature of the claims and give the names of the surety companies, dates of each claim, identifying numbers of each claim, amounts of each claim, and the status of each claim. (Use additional sheets if necessary.) No

15. Have your company been in disputes or litigations in the last five (5) years over construction projects which are completed or still pending for completion? If so, describe the nature of the disputes or litigations and state the Owner's Name, Address, Telephone, and number of disputes or litigations. (Use additional sheets if necessary.)

    No

***I, the undersigned, do hereby declare that the foregoing statements are true and correct, all as of the date hereinafter set forth, and that those examining this document have my permission to contact any or all of those parties listed in this questionnaire. Incorrect or misleading statements in this questionnaire shall be grounds for a determination of non-responsibility with respect to such contractor.***

Debra Mallard, President (SIGNATURE OF BIDDER)

V.A. Paving, Inc.
(TYPE OR PRINT COMPANY NAME)

2955 Lake Dr Cocoa, FL 32926
(TYPE OR PRINT ADDRESS)

*PLEASE COMPLETE AND SUBMIT WITH BID*

## FLORIDA TRENCH SAFETY ACT
## CERTIFICATION AND DISCLOSURE STATEMENT

The undersigned acknowledges the requirements of the Florida Trench Safety Act., F.S., (Section 553.60 et. seq. Florida statutes), and hereby commits the Bidder to the following in the performance of the work in the event that the subject contract is awarded to and executed by said Bidder.

1. The Bidder further acknowledges that the Florida Trench Safety Act, (the Act) establishes the Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interim State Standard until such time as the State of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates or revises said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.

2. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.

3. The Contractor shall consider the geotechnical data available from the City, if any, the Contractor's own sources, and all other relevant information in providing the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibility for the selection of the data on which he relies in providing the safety system, as well as for the system itself.

4. The amounts that the Bidder has set forth for pipe installation includes the following excavation / trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit prices shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Contract time or price shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in these Contract Documents.

| | Trench Safety Measure (Description) | Units of Measure (LF, SF) | Unit (Quantity) | Unit Cost | Extended Cost |
|---|---|---|---|---|---|
| a. | N/A | N/A | N/A | N/A | N/A |
| b. | | | | | |
| c. | | | | | |
| d. | | | | | |
| e. | | | | | |

For Information Only, Not for Payment Purposes $
Bidder may use additional sheets as necessary to extend this form.
Failure to complete the above may result in the bid being declared non-responsive.

5. The amount disclosed is the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums at no additional cost to the County, if necessary, to comply with the Act (except as may otherwise be provided).

6. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representative has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

V.A. Paving, Inc.
Company

Name and Title Debra Mallard, President

Address:

2955 Lake Dr

Cocoa, FL 32926

Telephone:(321 ) 636-2565

END OF FLORIDA TRENCH SAFETY ACT STATEMENT

*PLEASE COMPLETE AND SUBMIT WITH BID*

## PUBLIC ENTITY CRIMES

Any person submitting a bid, Bid or reply in response to this invitation or a contract, must execute the enclosed form PUR. 7069, sworn statement under section 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid, or proposal. If you are submitting a quote, bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy(ies) of the form are executed by them and are included with your quote, bid, or proposal. Corrections to the form will not be allowed after the quote, bid, or Bid opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or Bid may result in immediate disqualification of your bid or proposal.

The 1989 Florida Legislature passed Senate Bill 458 creating Sections 287.132 - 133, Florida Statutes, effective July 1, 1989. Section 287.132(3)(d), Florida Statutes, requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Section 287.133, Florida Statutes, as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

A public entity may not accept any bid, Bid or reply from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), Florida Statutes.

Therefore, effective October 1, 1990, prior to entering into a contract (formal contract or purchase order in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO) to provide goods or services to **THE CITY OF TITUSVILLE**, a person shall file a sworn statement with the contracting officer or Purchasing Director, as applicable. The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

***THE INCLUSION OF THE SWORN STATEMENT OR AFFIDAVIT SHALL BE SUBMITTED CONCURRENTLY WITH YOUR BID, BID OR REPLY DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE, BID OR BID.***

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON **PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with the Annual Rd Resurfacing FY 26. Bid/Bid for THE CITY OF TITUSVILLE.

2. This sworn statement is submitted by V.A. Paving, Inc. whose business address is 2955 Lake Dr Cocoa, FL 32926 and (if applicable) its Federal Employer Identification (FEIN) is 59-2147362.

3. My name is Debra Mallard (please print name of individual signing) and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, Bid, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

(1) A predecessor or successor of a person convicted of a public entity crime; or

(2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

__X__ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____
(Signature) Debra Mallard, President

Date: 10/28/25

Notary Public Information

STATE OF FL

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of October, 2025 (year), by Debra Mallard (name of person acknowledging).

Joni Bohne
(Print, Type, or Stamp Commissioned Name of Notary Public)

Joni Bohne
(Signature of Notary Public - State of Florida)

X Personally Known ✱ OR Produced Identification _____

Type of Identification Produced _____

JONI BOHNE
Commission # HH 655435
Expires July 24, 2029

*PLEASE COMPLETE AND SUBMIT WITH BID*

**CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST**

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

---

The Affiant, by virtue of the signature below, certifies that:

1. The Business address of V.A. Paving, Inc. (name of bidder or contractor) is 2955 Lake Dr Cocoa, FL 32926.
2. My relationship to V.A. Paving, Inc. (name of bidder or contractor) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. V.A. Paving, Inc. (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. V.A. Paving, Inc. (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. V.A. Paving, Inc. (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

Debra Mallard | President | V.A. Paving, Inc.
Signature | Printed Name | Title | Name of bidder or contractor

Notary Public Information

STATE OF FL

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of October, 2025 (year), by Debra Mallard (name of person acknowledging).

Joni Bohne
(Print, Type, or Stamp Commissioned Name of Notary Public)

(Signature of Notary Public - State of Florida)

X Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

JONI BOHNE
Commission # HH 655435
Expires July 24, 2029

***PLEASE COMPLETE AND SUBMIT WITH BID***

**City of Titusville**

**E-Verify Affidavit**

Obligation for State Funded Contracts:

Executive Order 11-116, which supersedes Executive Order 11-02, directs all agencies under the direction of the Governor to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security's E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

In accordance with Executive Order 11-116, City of Titusville requires all vendors doing business with the City who are awarded state-funded contracts to verify employee eligibility using the E-Verify system. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (http:// www.uscis.govle-verify) and follow the instructions. The employer must, as usual, retain the 1-9 Forms for inspection.

By affixing your signature below, you hereby affirm that you will comply with E-Verify requirements.

Federal Employer Identification Number (FEIN): 59-2147362

| Debra Mallard | President | |
|---|---|---|
| Printed Name of Affiant | Printed Title of Affiant | Signature of Affiant |

| V.A. Paving, Inc. | 10/28/25 |
|---|---|
| Name of Contractor | Date |

| 2955 Lake Dr, Cocoa | FL | 32926 |
|---|---|---|
| Address of Contractor | State | Zip Code |

Notary Public Information

STATE OF FL

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of October, 2025, by _____.
(year) (name of person acknowledging).

Joni Bohne
(Print, Type, or Stamp Commissioned Name of Notary Public)

(Signature of Notary Public - State of Florida)

X Personally Known Y OR Produced Identification _____

Type of Identification Produced _____

JONI BOHNE
Commission # HH 655435
Expires July 24, 2029

*PLEASE COMPLETE AND SUBMIT WITH BID*

## DRUG-FREE WORKPLACE CERTIFICATION

In case of tie bids, preference must be given to vendors submitting a certification with their bid/ Bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your bid.

**In order to have a drug-free workplace program, a business shall:**

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph. (4) In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Contractor complies fully with the above requirements.

Debra Mallard 10/28/25

Vendor's Signature, Title, Date Debra Mallard, President

Notary Public Information

STATE OF FL

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of October, 2025 (year), by Debra Mallard (name of person acknowledging).

Joni Bohne

(Print, Type, or Stamp Commissioned Name of Notary Public)

Joni Bohne

(Signature of Notary Public - State of Florida)

X Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

JONI BOHNE
Commission # HH 655435
Expires July 24, 2029

*PLEASE COMPLETE AND SUBMIT WITH BID*

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

**Contractor Covered Transactions**

(1) The prospective contractor V.A. Paving, Inc. of the City of Titusville, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

V.A. Paving, Inc.
CONTRACTOR:

CITY OF TITUSVILLE:

Signature

Name and Title

Debra Mallard, President

Contract Number

Street Address

2955 Lake Dr

Cocoa, FL 32926
City, State, Zip

10/28/25
Date

*PLEASE COMPLETE AND SUBMIT WITH BID*

# CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

## INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective Consultant, or any of their proposed subconsultants, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

## CERTIFICATION BY BIDDER

V.A. Paving, Inc. 2955 Lake Dr Cocoa, FL 32926

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

1. Bidder has participated in a previous contract or subconsultant subject to the Equal Opportunity Clause.

X Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

X Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions.

X Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? _____ Yes X No

Debra Mallard, President

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

10/28/25

DATE

***PLEASE COMPLETE AND SUBMIT WITH BID***

**FORM OF NON-COLLUSION AFFIDAVIT**

(This Afffdavit is Part of Bid)

BID CERTIFICATION FORM OF NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of Bid) STATE OF FL )

) SS.

COUNTY OF Brevard )

being first duly sworn, deposes and says that She is President

(Sole owner, a Partner, President, Secretary, etc.) V.A. Paving, Inc.

of

the party making the foregoing Bid or Bid that such Bid is genuine and not collusive or sham; that said BIDDER has not colluded, conspired, connived, or agreed, directly or indirectly, with any BIDDER or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other BIDDER, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other BIDDER, or to secure any advantage against CITY any person interested in the proposed Contract; and that all statements in said Bid or Bid are true; and further, that such BIDDER has not, directly or indirectly submitted this BID, or the contents thereof, or divulged information or date relative thereto to any association or to any member or agent thereof.

V.A. Paving, Inc.

(Bidder)

Notary Public Information

STATE OF FL

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of October, 2025, by Debra Mallard.
(year) (name of person acknowledging).

Joni Bohne — Joni Bohne

(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public - State of Florida)

Personally Known X OR Produced Identification _____ Type of Identification Produced _____

JONI BOHNE
Commission # HH 655435
Expires July 24, 2029

*PLEASE COMPLETE AND SUBMIT WITH BID*

## HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(13), Florida Statutes, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Titusville (the "Governmental Entity"). The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of V.A. Paving, Inc., a non-governmental entity and I am authorized to provide this affidavit on behalf of Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Company: V.A. Paving, Inc.
Authorized Signature: Debra Mallard
Printed Name: Debra Mallard
Title: President

STATE OF FL
COUNTY OF Brevard
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of October, 2025, by Debra Mallard, as President on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

Joni Bohne
Notary Public Signature
Print, Type or Stamp Name of Notary: _____ My commission expires: _____

(Affix Notary Stamp or Seal)

JONI BOHNE
Commission # HH 655435
Expires July 24, 2029

*PLEASE COMPLETE AND SUBMIT WITH BID*

**DISCLOSURE FORM**
**FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF $100,000 OR MORE**

**Summary of Form:** In order for the City to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the City, or receive a grant from the City, where said contract or grant has a value of $100,000 or more must disclose to the City (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

**I. SECTION I.** Please answer yes or no to each statement below:

YES / (NO) I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER $100,000. If yes, this disclosure form has been completed. Please sign and date at the bottom.

(YES) / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER $100,000. If yes, proceed to the next question.

YES / (NO) I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

**SECTION II.** Please answer yes or no to the statement below:

YES / (NO) Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of $50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

**SECTION III.** If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.

YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

**SECTION IV**. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online:_____

Name of Bidder/Grantee:_____

Mailing Address of Bidder/Grantee: _____

Value of the Contract/Grant or Gift: _____

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: _____

Date of Termination of the contract or interest with the Foreign Country of Concern:

Date of Receipt of the Contract/Grant or Gift:_____

Name of the agent or controlled entity that is the source or interest holder:

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Company Name V.A. Paving, Inc.

Signature: _____ Date: 10/28/25

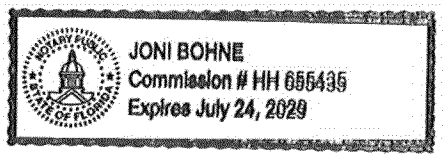
Title: Debra Mallard, President

STATE OF FLORIDA

COUNTY OF Brevard

Sworn to and subscribed before me by means of physical presence or online notarization, this 28 day of October , 2025 , by (name of person making statement). Debra Mallard

[Notary Seal]




Notary Public

Name typed, printed or stamped

My Commission Expires: _____

X Personally Known OR _____ Produced Identification

Type of Identification Produced _____

10/28/25
Date

EIN of Prospective Contractor – print/type 59-2147362

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

**STATE OF FLORIDA**

**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

**LICENSE NUMBER: CUC057261**

**EXPIRATION DATE: AUGUST 31, 2026**

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MALLARD, ARNOLD ALFRED
V A PAVING INC
2955 LAKE DRIVE
COCOA FL 32926

ISSUED: 06/11/2024

Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

# 2025 - 2026

## BREVARD COUNTY BUSINESS TAX RECEIPT
SUBJECT TO COUNTY ZONING RESTRICTIONS
TAX RECEIPT SHOULD BE DISPLAYED ON PREMISES

ACCOUNT NO.
823000365

THE PERSON(S), OR ENTITY BELOW:
V A PAVING INC
P O BOX 1046
COCOA, FL 32923

**BUSINESS PERIOD:** October 01, 2025 - September 30, 2026
**EXPIRES:** SEPTEMBER 30, 2026

ISSUED PURSUANT AND SUBJECT TO FLORIDA STATUTES AND BREVARD COUNTY CODE ISSUANCE DOES NOT CERTIFY COMPLIANCE WITH ZONING OR OTHER LAWS.
BUSINESS TAX RECEIPT IS SUBJECT TO REVOCATION FOR ZONING VIOLATIONS, AND / OR FAILURE TO MAINTAIN REGULATORY PRE-REQUISITES AS REQUIRED FOR BUSINESS CLASSIFICATION(S), OR SUBSEQUENT ACTIVITIES. NOTIFY TAX COLLECTOR UPON CLOSING OF BUSINESS.
A PERMIT IS REQUIRED TO ADVERTISE (Including with signage) "GOING OUT OF BUSINESS".

DBA
**V A PAVING INC**

LOCATION:
2955 LAKE DR
COCOA, FL 32926-1046

LISA CULLEN, CFC, Brevard County Tax Collector
P O Box 2500, Titusville, Florida 32781-2500
(321)264-6969 or (321)633-2199

UPON A CHANGE OF OWNERSHIP OR LOCATION,
BUSINESS TAX RECEIPT SHOULD BE TRANSFERRED WITHIN 30 DAYS.

OWNED BY:
V A PAVING INC

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

EXEMPTIONS: 0.00

| | |
|---|---|
| 300465 | PAVING CONTRACTOR |
| 300750 | UNDERGROUND UTILITY CONTR. |
| 590501 | HAZ WASTE GEN. SURCHARGE |
| 820005 | RECEIPT AMT |

| | |
|---|---|
| Receipt Fee | 37.00 |
| Hazardous Waste Fee | 50.00 |
| Zoning Application Fee | 0.00 |
| Building Occupancy Review Fee | 0.00 |
| Fire Prevention Fee | 0.00 |
| Late Penalty | 0.00 |
| NSF Fee | 0.00 |
| Transfer Fee | 0.00 |

**Paid 000-25-00331773 07/07/2025 87.00**

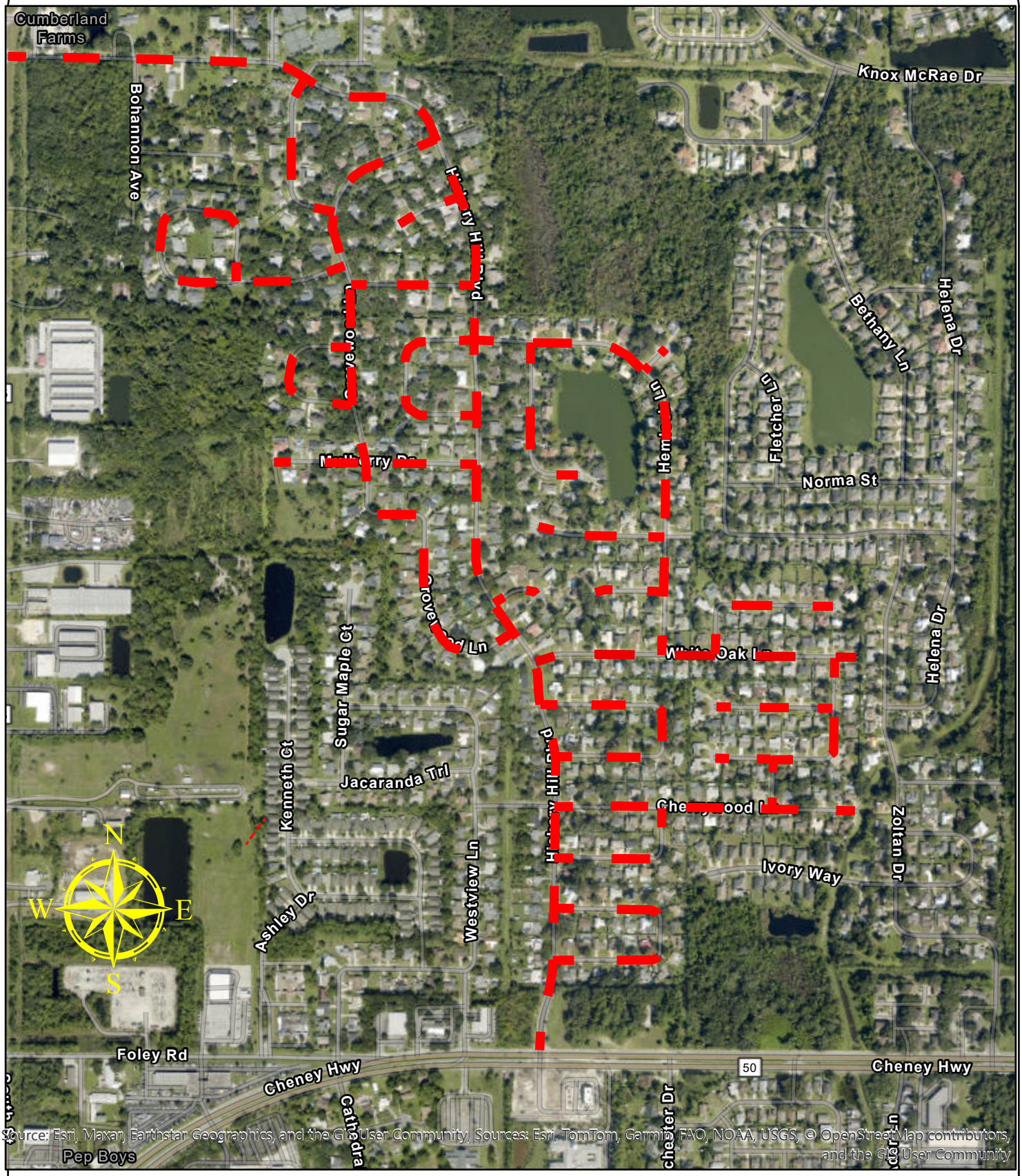
**MAIN OFFICE:** 400 South St., 6th Floor, Titusville, FL 32780

**BRANCH OFFICES:** Merritt Island Office, 1605 N. Courtenay Pkwy
Melbourne Office, 1515 Sarno Road
Palm Bay Office, 450 Cogan Dr. SE
Titusville Office, 800 Park Ave.
Indian Harbour Beach Office, 240 E. Eau Gallie Blvd.
Viera Office, 2725 Judge Fran Jamieson Way, #A108, Viera, FL 32940




| | | |
|---|---|---|
| 2026 ROAD RESURFACING<br>AREA 1 | Department of<br>PUBLIC WORKS | |
| | Date<br>9/11/25 | Exhibit No.<br>00001 |
| City of Titusville, FL | Scale<br>NTS | Sheet<br>1 of 1 |

Plotted: 9/11/2025 at 9:37 AM by KCOOK




| | | |
|---|---|---|
| 2026 ROAD RESURFACING<br>AREA 2 | Department of<br>PUBLIC WORKS | |
| | Date<br>9/11/25 | Exhibit No.<br>00001 |
| City of Titusville, FL | Scale<br>NTS | Sheet<br>1 of 1 |

Plotted: 9/11/2025 at 10:51 AM by KCOOK




| | | |
|---|---|---|
| 2026 ROAD RESURFACING<br>AREA 3 | Department of<br>PUBLIC WORKS | |
| | Date<br>9/11/25 | Exhibit No.<br>00001 |
| City of Titusville, FL | Scale<br>NTS | Sheet<br>1 of 1 |

## Budget Amendment/Transfer Form

| Source of Funds: |
|---|
| FY2026 |

| Account Number | Project Number | Description | Amount | Budget Amendment/ Budget Transfer |
|---|---|---|---|---|
| 001-5555-541.63-10-RS2510 | RS2510 | INFRASTRUCTURE/ROADS | ($81,303) | Budget Amendment |
| | | | | |
| | | | | |
| | | **Total** | **$ (81,303)** | |

| Use of Funds: |
|---|
| FY2026 |

| Account Number | Project Number | Description | Amount | Budget Amendment/ Budget Transfer |
|---|---|---|---|---|
| 001-1510-541.46-01-RS2514 | RS2514 | REPAIRS & MAINT SERV/GENERAL | $ 81,303 | Budget Amendment |
| | | | | |
| | | | | |
| | | **Total** | **$ 81,303** | |

| Input Name: | Budget Office Approval: | Notes: |
|---|---|---|
| | | Council Meeting June 9th, 2026 |
| Input Date: | Budget Office Approval Date: | Move capital funds to operating to cover the total cost. |
| | | |
| Manual JE/BA#: | Post Date: | |
| | | |

# City of Titusville

"Gateway to Nature and Space"

REPORT

**To:** Members of the City Council

**From:** Thomas Abbate, City Manager

**Subject:** **Special Event Road Closure - America 250! Semiquincentennial Parade**

**Department/Office:** Community Development

**Recommended Action:**
Authorize the America 250! Semiquincentennial Parade special event's request contingent on approval of the temporary state road closure from Florida Department of Transportation (FDOT).

**Summary Explanation & Background:**
Special events that request temporary state road closures require a permit from the Florida Department of Transportation (FDOT). In such cases, FDOT requests a copy of the minutes of the City Council meetings at which authorizes the special event pending road closure was authorized.

City staff has reviewed and approved the proposed America 250! Semiquincentennial Parade including the proposed temporary traffic control to be submitted as part of the FDOT permit. The City will be providing police, fire and public works support for this City-sponsored event to be held along US#1 on July 4, 2026.

It is recommended that City Council authorize the America 250! Semiquincentennial Parade special event's request contingent on approval of the temporary state road closure from FDOT.

**Alternatives:**

**Item Budgeted:**

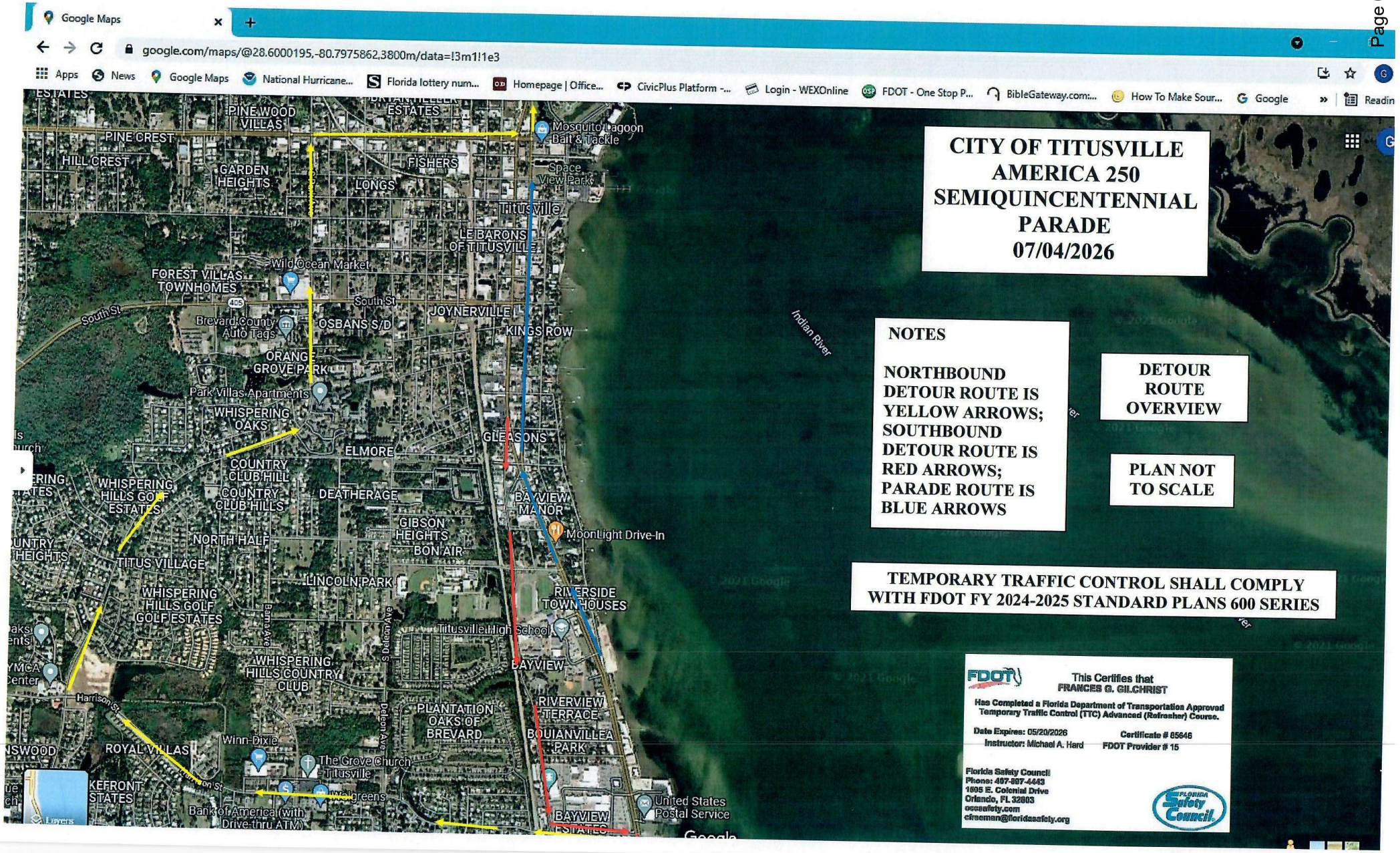
**Source/Use of Funds/Budget Book Page:**

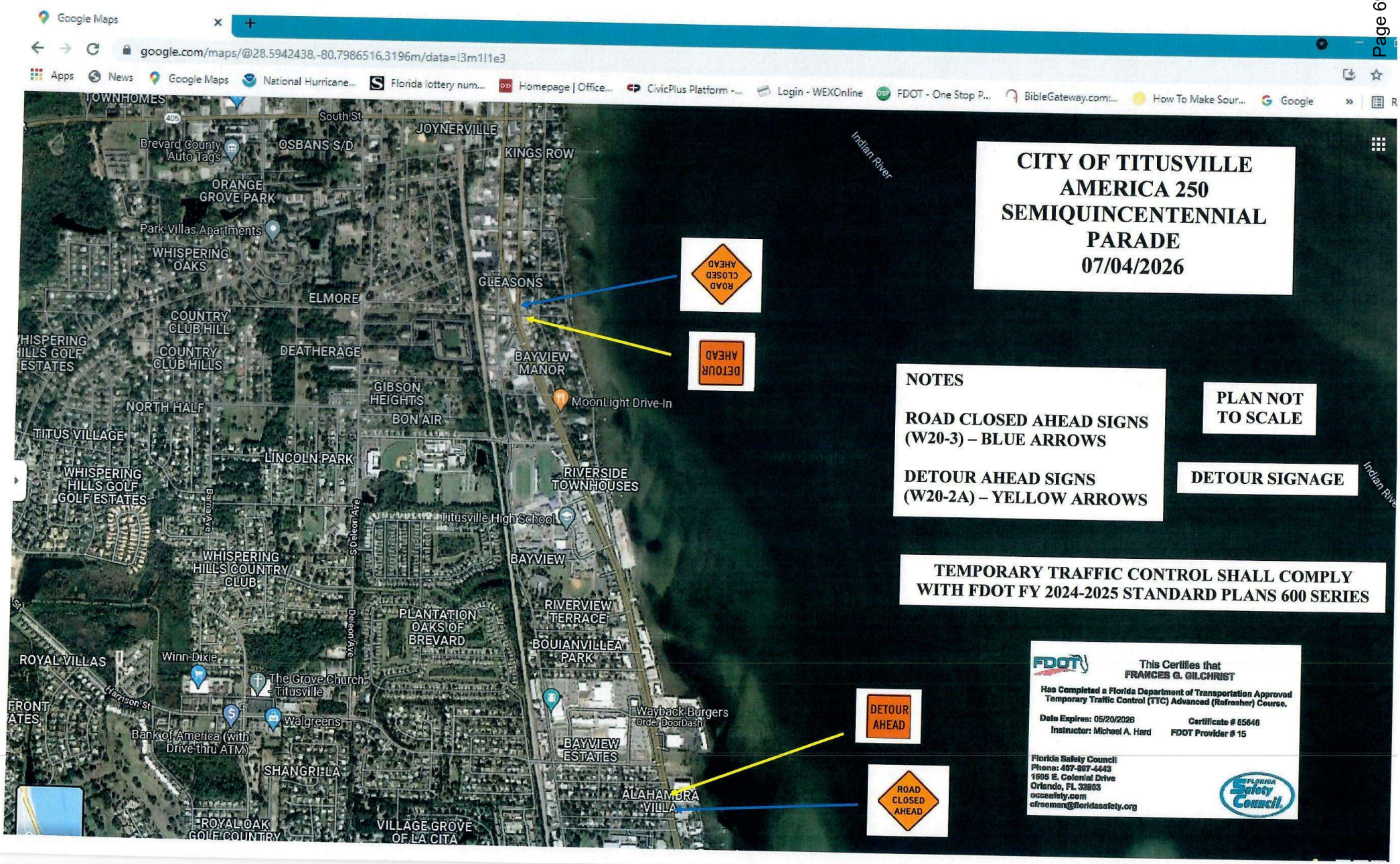
**Strategic Plan:**

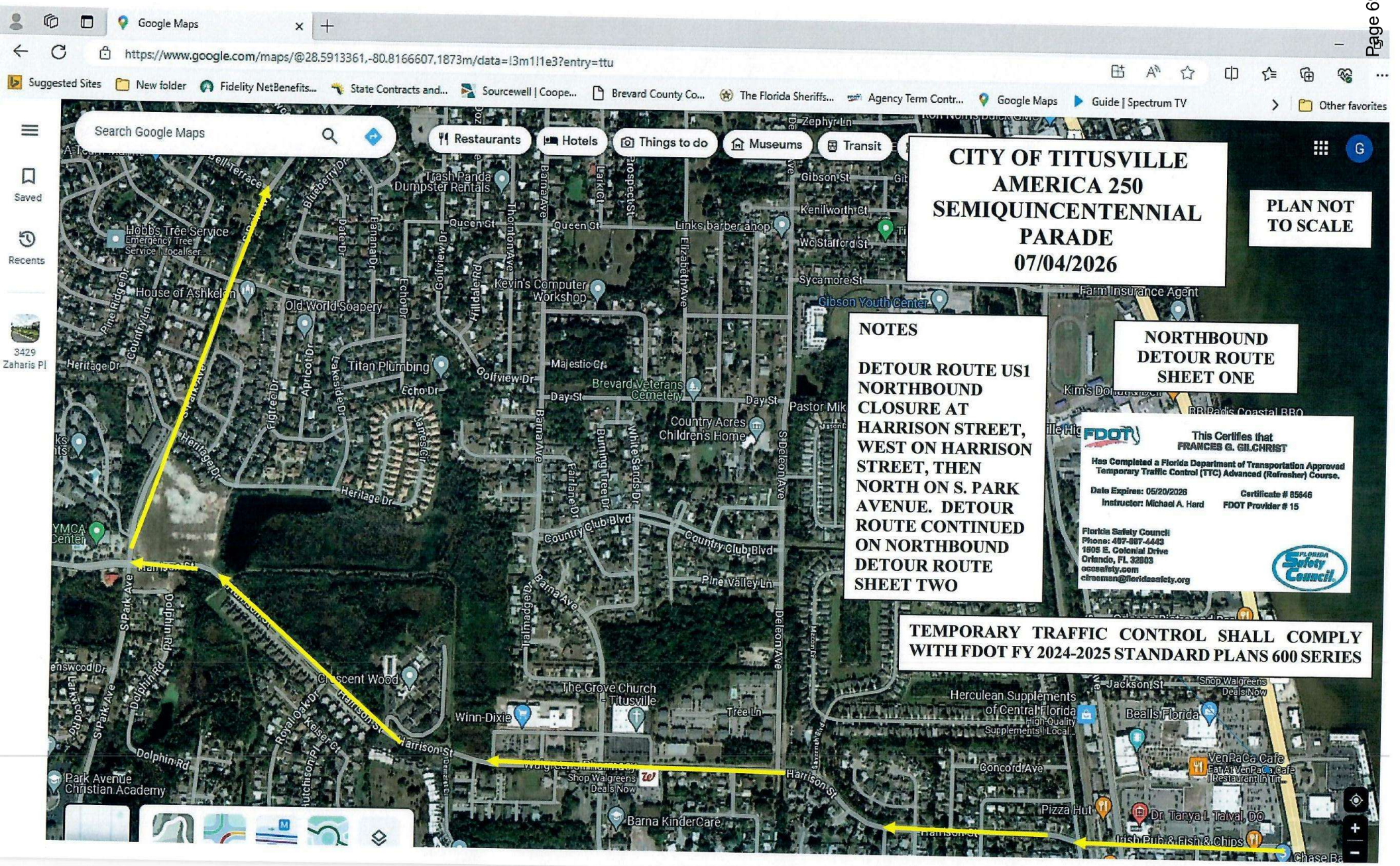
**Strategic Plan Impact:**

**ATTACHMENTS:**

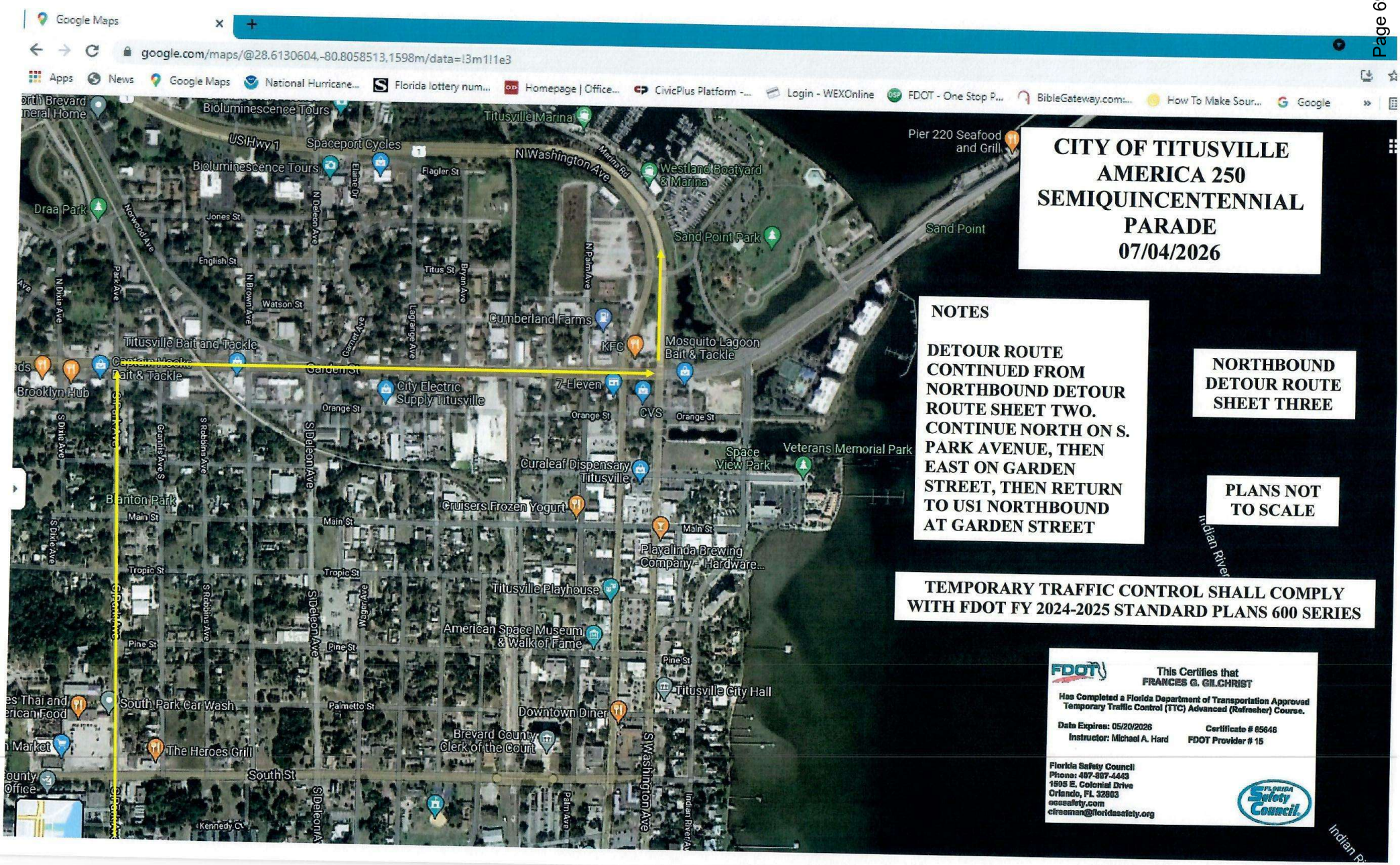
1. Parade TTC

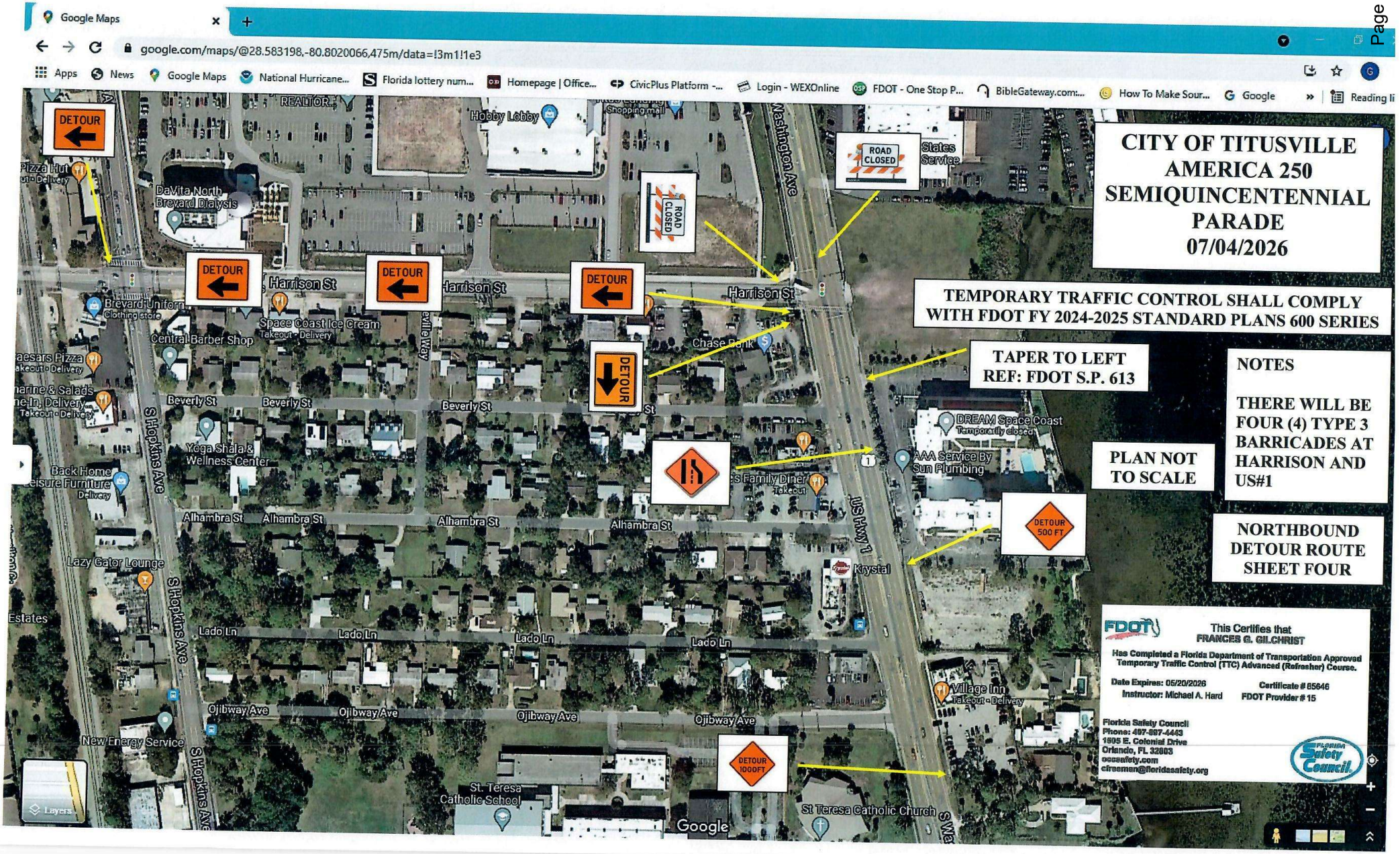

Google Maps
google.com/maps/@28.6000195,-80.7975862,3800m/data=!3m1!1e3
Apps
News
Google Maps
National Hurricane...
Florida lottery num...
Homepage | Office...
CivicPlus Platform -...
Login - WEXOnline
FDOT - One Stop P...
BibleGateway.com:...
How To Make Sour...
Google
Readin
CITY OF TITUSVILLE
AMERICA 250
SEMIQUINCENTENNIAL
PARADE
07/04/2026
NOTES
NORTHBOUND DETOUR ROUTE IS YELLOW ARROWS; SOUTHBOUND DETOUR ROUTE IS RED ARROWS; PARADE ROUTE IS BLUE ARROWS
DETOUR ROUTE OVERVIEW
PLAN NOT TO SCALE
TEMPORARY TRAFFIC CONTROL SHALL COMPLY WITH FDOT FY 2024-2025 STANDARD PLANS 600 SERIES
FDOT
This Certifies that
FRANCES G. GILCHRIST
Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced (Refresher) Course.
Date Expires: 05/20/2026
Certificate # 85646
Instructor: Michael A. Hard
FDOT Provider # 15
Florida Safety Council
Phone: 407-897-4443
1605 E. Colonial Drive
Orlando, FL 32803
ocsafety.com
cfreeman@floridasafety.org
Florida Safety Council
PINE WOOD VILLAS
PINE CREST
HILL CREST
GARDEN HEIGHTS
LONGS
FISHERS
ESTATES
Mosquito Lagoon Bait & Tackle
Space View Park
Titusville
LE BARONS OF TITUSVILLE
FOREST VILLAS TOWNHOMES
Wild Ocean Market
South St
Brevard County Auto Tags
OSBANS S/D
JOYNERVILLE
KINGS ROW
ORANGE GROVE PARK
Park Villas Apartments
WHISPERING OAKS
ELMORE
GLEASONS
COUNTRY CLUB HILL
WHISPERING HILLS GOLF ESTATES
COUNTRY CLUB HILLS
DEATHERAGE
BAYVIEW MANOR
MoonLight Drive-In
GIBSON HEIGHTS
BON AIR
NORTH HALF
TITUS VILLAGE
LINCOLN PARK
RIVERSIDE TOWN HOUSES
WHISPERING HILLS GOLF ESTATES
Titusville High School
BAYVIEW
WHISPERING HILLS COUNTRY CLUB
Harrison St
PLANTATION OAKS OF BREVARD
RIVERVIEW TERRACE
BOUANVILLEA PARK
ROYAL VILLAS
Winn-Dixie
The Grove Church Titusville
Walgreens
Bank of America (with Drive-thru ATM)
BAYVIEW ESTATES
United States Postal Service
Indian River
Barna Ave
Delon Ave
Layers

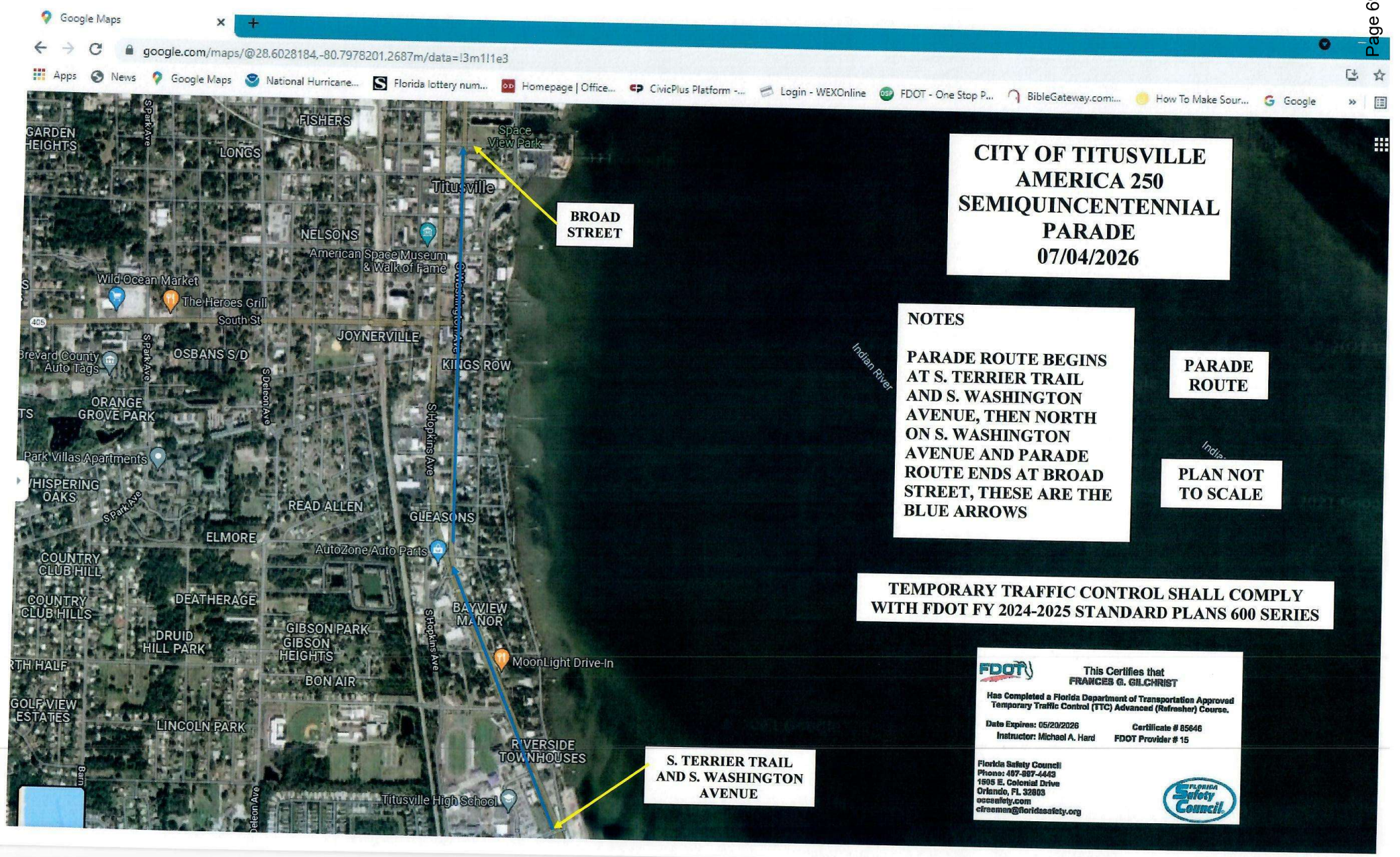

Google Maps
google.com/maps/@28.5942438,-80.7986516,3196m/data=!3m1!1e3
Apps
News
Google Maps
National Hurricane...
Florida lottery num...
Homepage | Office...
CivicPlus Platform -...
Login - WEXOnline
FDOT - One Stop P...
BibleGateway.com:...
How To Make Sour...
Google
TOWNHOMES
South St
JOYNERVILLE
Brevard County Auto Tags
OSBANS S/D
KINGS ROW
ORANGE GROVE PARK
Park Villas Apartments
WHISPERING OAKS
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COUNTRY CLUB HILLS
DEATHERAGE
BAYVIEW MANOR
GIBSON HEIGHTS
MoonLight Drive-In
NORTH HALF
BON AIR
TITUS VILLAGE
LINCOLN PARK
WHISPERING HILLS GOLF GOLF ESTATES
RIVERSIDE TOWNHOUSES
Titusville High School
Delcon Ave
WHISPERING HILLS COUNTRY CLUB
BAYVIEW
PLANTATION OAKS OF BREVARD
RIVERVIEW TERRACE
BOUIANVILLEA PARK
ROYAL VILLAS
Winn-Dixie
The Grove Church - Titusville
Harrison St
FRONT ATES
Walgreens
Bank of America (with Drive-thru ATM)
Wayback Burgers Order DoorDash
BAYVIEW ESTATES
SHANGRI-LA
ALAHAMBRA VILLA
ROYAL OAK GOLF COUNTRY
VILLAGE GROVE OF LA CITA
Indian River
ROAD CLOSED AHEAD
DETOUR AHEAD
DETOUR AHEAD
ROAD CLOSED AHEAD
CITY OF TITUSVILLE
AMERICA 250
SEMIQUINCENTENNIAL
PARADE
07/04/2026
NOTES
ROAD CLOSED AHEAD SIGNS (W20-3) – BLUE ARROWS
DETOUR AHEAD SIGNS (W20-2A) – YELLOW ARROWS
PLAN NOT TO SCALE
DETOUR SIGNAGE
TEMPORARY TRAFFIC CONTROL SHALL COMPLY WITH FDOT FY 2024-2025 STANDARD PLANS 600 SERIES
FDOT
This Certifies that
FRANCES G. GILCHRIST
Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced (Refresher) Course.
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Florida Safety Council

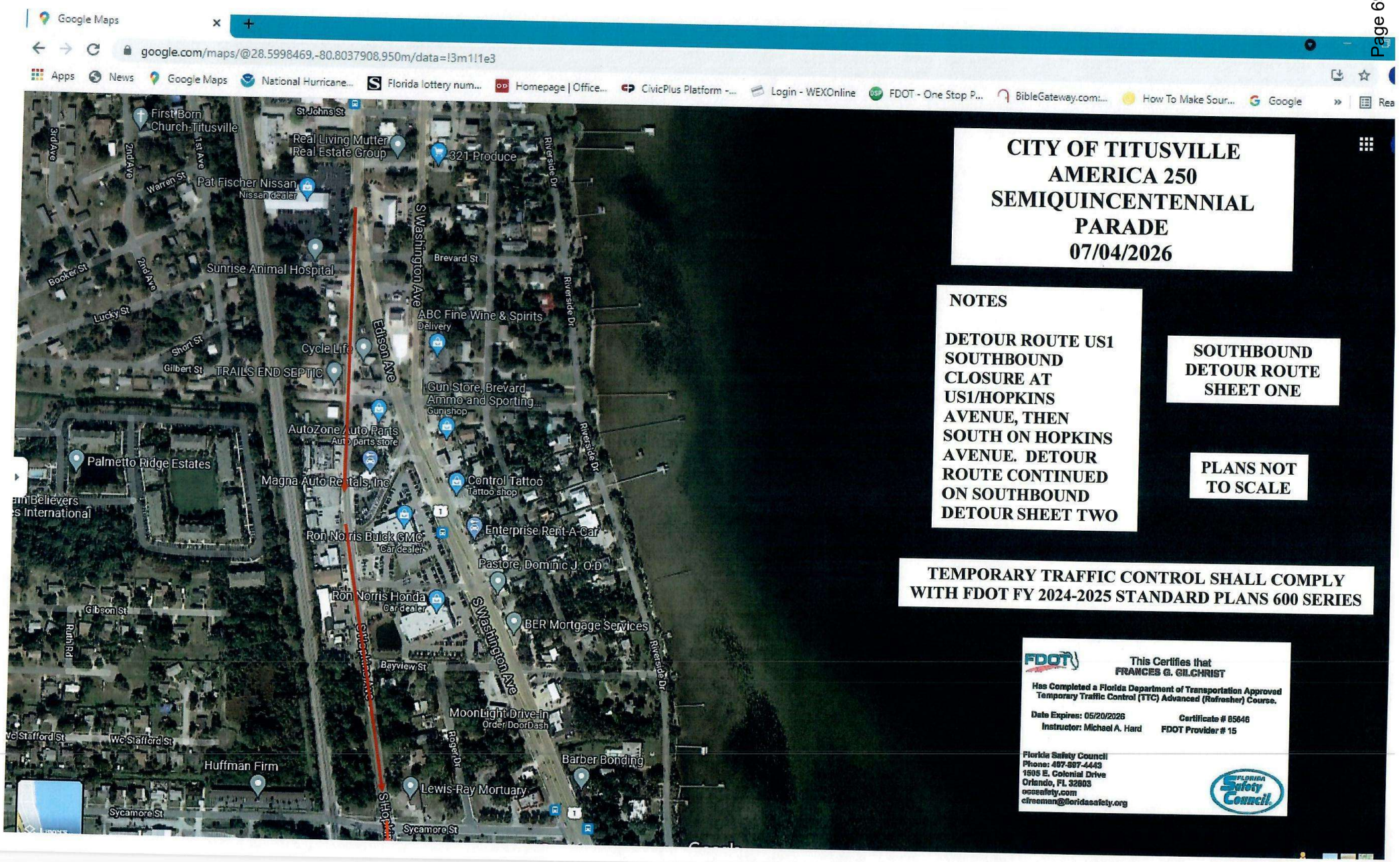

Google Maps
https://www.google.com/maps/@28.5913361,-80.8166607,1873m/data=!3m1!1e3?entry=ttu
Search Google Maps
Restaurants
Hotels
Things to do
Museums
Transit
CITY OF TITUSVILLE
AMERICA 250
SEMIQUINCENTENNIAL
PARADE
07/04/2026
PLAN NOT TO SCALE
NOTES
DETOUR ROUTE US1 NORTHBOUND CLOSURE AT HARRISON STREET, WEST ON HARRISON STREET, THEN NORTH ON S. PARK AVENUE. DETOUR ROUTE CONTINUED ON NORTHBOUND DETOUR ROUTE SHEET TWO
NORTHBOUND DETOUR ROUTE SHEET ONE
FDOT
This Certifies that
FRANCES G. GILCHRIST
Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced (Refresher) Course.
Date Expires: 05/20/2026
Certificate # 85646
Instructor: Michael A. Hard
FDOT Provider # 15
Florida Safety Council
Phone: 407-567-4443
1506 E. Colonial Drive
Orlando, FL 32803
ccsafety.com
cfreeman@floridasafety.org
TEMPORARY TRAFFIC CONTROL SHALL COMPLY WITH FDOT FY 2024-2025 STANDARD PLANS 600 SERIES
Harrison St
S Park Ave
Dolphin Rd
Country Club Blvd
Barna Ave
Trash Panda Dumpster Rentals
Hobbs Tree Service
House of Ashkelon
Old World Soapery
Titan Plumbing
Kevin's Computer Workshop
Brevard Veterans Cemetery
Country Acres Children's Home
Gibson Youth Center
Links barber shop
Farm Insurance Agent
YMCA Center
Crescent Wood
The Grove Church - Titusville
Winn-Dixie
Park Avenue Christian Academy
Barna KinderCare
Herculean Supplements of Central Florida
Bealls Florida
VenPaCa Cafe
Pizza Hut
Dr. Tanya I. Taival, DO
Irish Pub & Fish & Chips
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AMERICA 250
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07/04/2026
NOTES
DETOUR ROUTE CONTINUED FROM NORTHBOUND DETOUR ROUTE SHEET ONE. CONTINUE NORTH ON S. PARK AVENUE. NORTHBOUND DETOUR ROUTE CONTINUED ON NORTHBOUND DETOUR ROUTE SHEET THREE.
NORTHBOUND DETOUR ROUTE SHEET TWO
PLAN NOT TO SCALE
TEMPORARY TRAFFIC CONTROL SHALL COMPLY WITH FDOT FY 2024-2025 STANDARD PLANS 600 SERIES
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Florida Safety Council
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1505 E. Colonial Drive
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cfreeman@floridasafety.org
Florida Safety Council
Wild Ocean Market
The Heroes Grill
Sheriff Accounting Office
Brevard County Auto Tags
North Brevard Senior Center
The Village at Valencia
Park Villas Apartments
Davis Memorial Cemetery
Morningside Apartments
A&W Plumbing
Faith Baptist Church
Rodney E. Lyles, Realtor
Kings Home Inspectors
Trash Panda Dumpster Rentals
Links barber shop
Titusville
Kevin's Computer
ABC Fine Wine & Spirits
Ron Norris Buick GMC
South St
Palmetto St
Union St
West St
Gilbert St
Palmetto
E Whispering Hills Rd
Smith Dr
Queen St
Gibson St
Kenilworth Ct
W Stafford St
Sycamore St
Zephyr Ln
Bell Terrace
S Park Ave
Wager Ave
S Deleon Ave
4th Ave
Lane Ave
Carol Ave
Linda Ave
Beatrice St
Morbeca St
Rosella Ln
Tudor Ln
Dozier Ave
Banana Ave
Larki Ct
Prospect St
Thornton Ave
Blueberry Dr
Greenwood St
Date Dr
Golfview Dr
Elizabeth Ave
Layers


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PARADE
07/04/2026
NOTES
DETOUR ROUTE CONTINUED FROM NORTHBOUND DETOUR ROUTE SHEET TWO. CONTINUE NORTH ON S. PARK AVENUE, THEN EAST ON GARDEN STREET, THEN RETURN TO US1 NORTHBOUND AT GARDEN STREET
NORTHBOUND DETOUR ROUTE SHEET THREE
PLANS NOT TO SCALE
TEMPORARY TRAFFIC CONTROL SHALL COMPLY WITH FDOT FY 2024-2025 STANDARD PLANS 600 SERIES
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Florida Safety Council
Bioluminescence Tours
Titusville Marina
Spaceport Cycles
US Hwy 1
N Washington Ave
Marina Rd
Westland Boatyard & Marina
Pier 220 Seafood and Grill
Sand Point
Sand Point Park
Draa Park
Flagler St
Jones St
English St
Titus St
Watson St
Garden St
Orange St
Main St
Tropic St
Pine St
Palmetto St
South St
Kennedy Ct
Cumberland Farms
KFC
Mosquito Lagoon Bait & Tackle
Titusville Bait and Tackle
Captain Hooks Bait & Tackle
Brooklyn Hub
City Electric Supply Titusville
7-Eleven
CVS
Curaleaf Dispensary Titusville
Space View Park
Veterans Memorial Park
Blanton Park
Cruisers Frozen Yogurt
Playalinda Brewing Company - Hardware...
Titusville Playhouse
American Space Museum & Walk of Fame
Titusville City Hall
Downtown Diner
Brevard County Clerk of the Court
South Park Car Wash
The Heroes Grill
Indian River
N Dixie Ave
S Dixie Ave
Park Ave
N Brown Ave
N Delcon Ave
S Delcon Ave
Garnet Ave
Legrange Ave
Bryan Ave
N Palm Ave
S Palm Ave
S Washington Ave
S Robbins Ave
Granada Ave
Norwood Ave
Elaine Dr


CITY OF TITUSVILLE
AMERICA 250
SEMIQUINCENTENNIAL
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07/04/2026
TEMPORARY TRAFFIC CONTROL SHALL COMPLY WITH FDOT FY 2024-2025 STANDARD PLANS 600 SERIES
TAPER TO LEFT
REF: FDOT S.P. 613
NOTES
THERE WILL BE FOUR (4) TYPE 3 BARRICADES AT HARRISON AND US#1
PLAN NOT TO SCALE
NORTHBOUND DETOUR ROUTE SHEET FOUR
DETOUR
ROAD CLOSED
DETOUR 500 FT
DETOUR 1000FT
Harrison St
Beverly St
Alhambra St
Ojibway Ave
Lado Ln
S Hopkins Ave
US Hwy 1
Washington Ave
Hobby Lobby
DaVita North Brevard Dialysis
Brevard Uniform
Space Coast Ice Cream
Central Barber Shop
Chase Bank
DREAM Space Coast
AAA Service By Sun Plumbing
Yoga Shala & Wellness Center
Back Home Leisure Furniture
Lazy Gator Lounge
Krystal
Village Inn
New Energy Service
St. Teresa Catholic School
St Teresa Catholic Church
FDOT
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PARADE
07/04/2026
BROAD STREET
NOTES
PARADE ROUTE BEGINS AT S. TERRIER TRAIL AND S. WASHINGTON AVENUE, THEN NORTH ON S. WASHINGTON AVENUE AND PARADE ROUTE ENDS AT BROAD STREET, THESE ARE THE BLUE ARROWS
PARADE ROUTE
PLAN NOT TO SCALE
TEMPORARY TRAFFIC CONTROL SHALL COMPLY WITH FDOT FY 2024-2025 STANDARD PLANS 600 SERIES
S. TERRIER TRAIL AND S. WASHINGTON AVENUE
FDOT
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FISHERS
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LONGS
Titusville
NELSONS
American Space Museum & Walk of Fame
Wild Ocean Market
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South St
JOYNERVILLE
OSBANS S/D
KINGS ROW
Brevard County Auto Tags
ORANGE GROVE PARK
Park Villas Apartments
WHISPERING OAKS
READ ALLEN
GLEASONS
ELMORE
AutoZone Auto Parts
COUNTRY CLUB HILL
COUNTRY CLUB HILLS
DEATHERAGE
BAYVIEW MANOR
DRUID HILL PARK
GIBSON PARK
GIBSON HEIGHTS
MoonLight Drive-In
BON AIR
GOLF VIEW ESTATES
LINCOLN PARK
RIVERSIDE TOWNHOUSES
Titusville High School
Indian River
S Park Ave
S Deleon Ave
S Hopkins Ave
S Washington Ave
405




# CITY OF TITUSVILLE
# AMERICA 250
# SEMIQUINCENTENNIAL
# PARADE
# 07/04/2026

**NOTES**

**DETOUR ROUTE US1 SOUTHBOUND CLOSURE AT US1/HOPKINS AVENUE, THEN SOUTH ON HOPKINS AVENUE. DETOUR ROUTE CONTINUED ON SOUTHBOUND DETOUR SHEET TWO**

**SOUTHBOUND DETOUR ROUTE SHEET ONE**

**PLANS NOT TO SCALE**

**TEMPORARY TRAFFIC CONTROL SHALL COMPLY WITH FDOT FY 2024-2025 STANDARD PLANS 600 SERIES**

FDOT

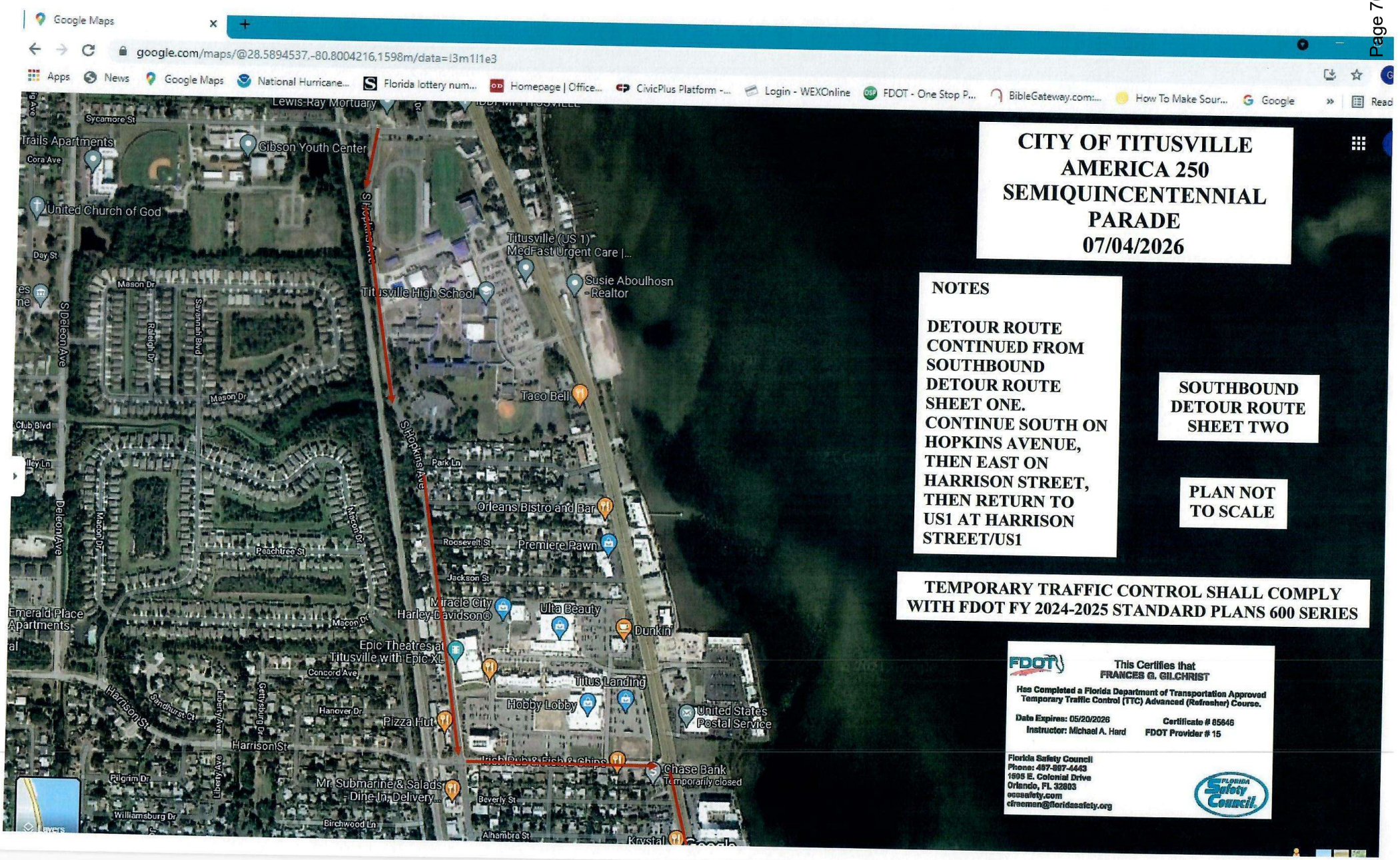
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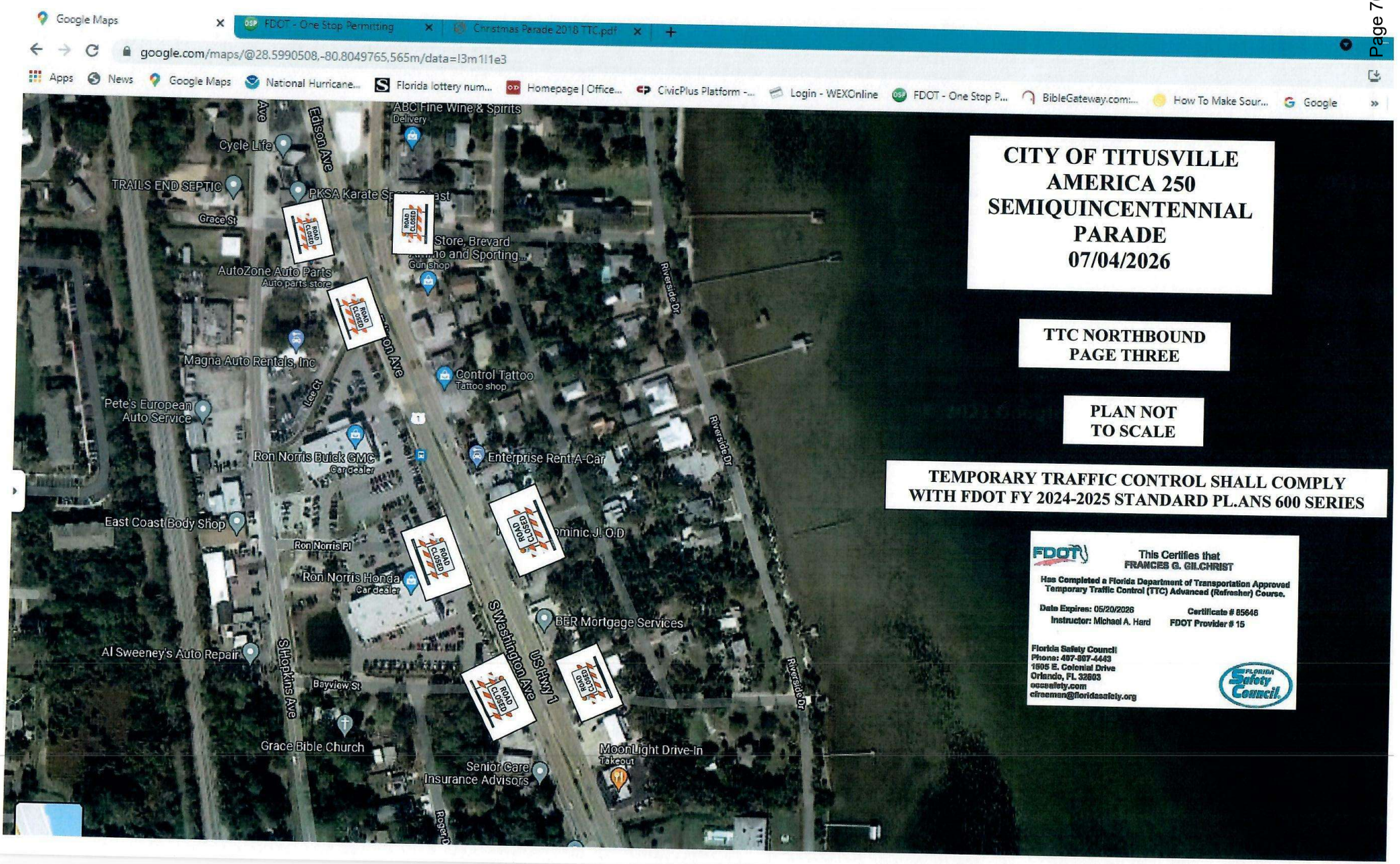
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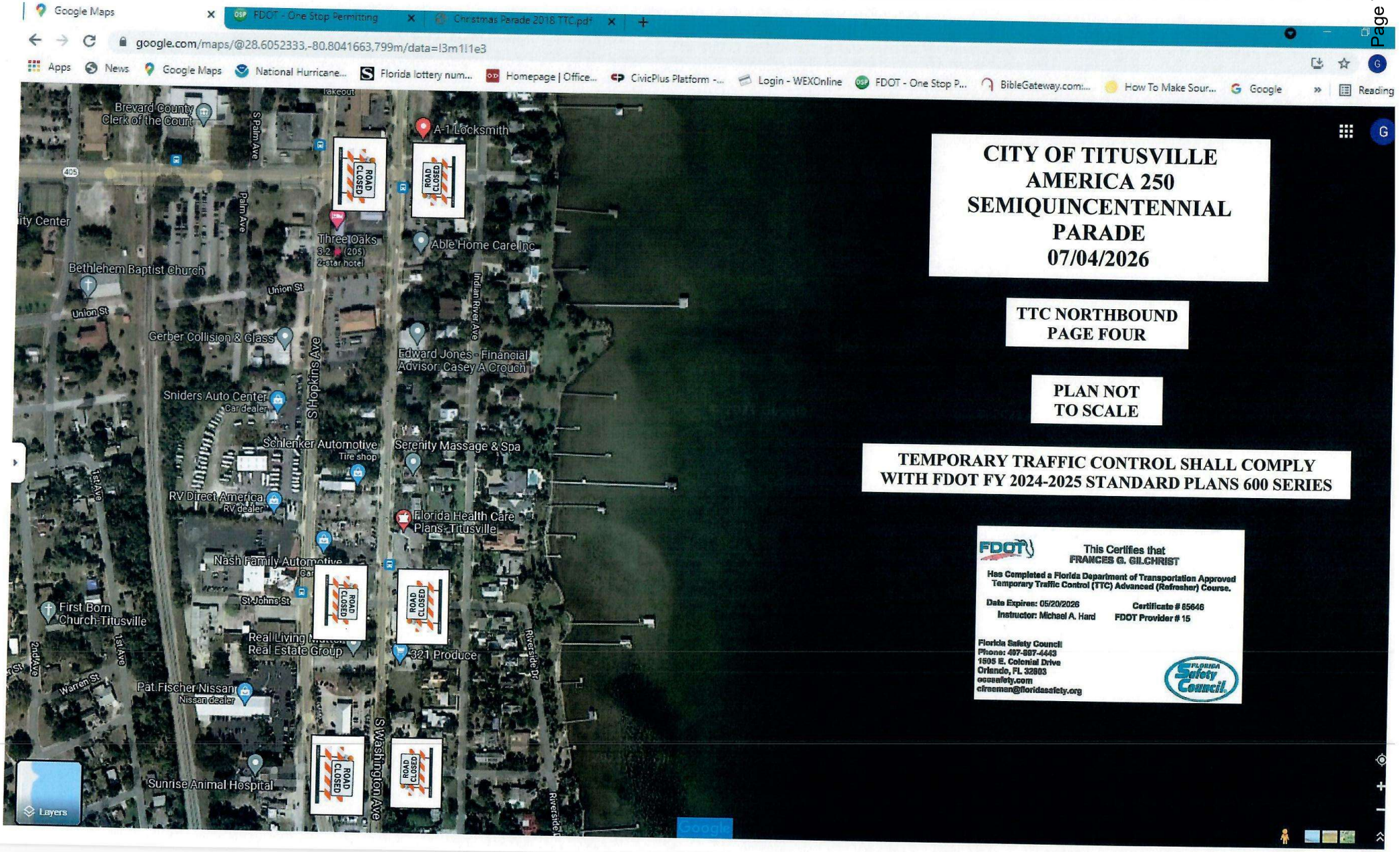

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NOTES
DETOUR ROUTE CONTINUED FROM SOUTHBOUND DETOUR ROUTE SHEET ONE. CONTINUE SOUTH ON HOPKINS AVENUE, THEN EAST ON HARRISON STREET, THEN RETURN TO US1 AT HARRISON STREET/US1
SOUTHBOUND DETOUR ROUTE SHEET TWO
PLAN NOT TO SCALE
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FDOT Provider # 15
Florida Safety Council
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1695 E. Colonial Drive
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ocsafety.com
cfreeman@floridasafety.org
Florida Safety Council
Lewis-Ray Mortuary
Sycamore St
Trails Apartments
Cora Ave
Gibson Youth Center
United Church of God
Day St
Mason Dr
S Dixieon Ave
Raleigh Dr
Savannah Blvd
Titusville High School
Titusville (US 1) MedFast Urgent Care |...
Susie Aboulhosn - Realtor
S Hopkins Ave
Taco Bell
Park Ln
Orleans Bistro and Bar
Roosevelt St
Premiere Pawn
Jackson St
Peachtree St
Macon Dr
Emerald Place Apartments
Miracle City Harley-Davidson®
Ulta Beauty
Dunkin'
Epic Theatres at Titusville with Epic XL
Concord Ave
Titus Landing
Hobby Lobby
United States Postal Service
Harrison St
Stanchurst Ct
Liberty Ave
Gettysburg Dr
Hanover Dr
Pizza Hut
Irish Pub & Fish & Chips
Chase Bank
Temporarily closed
Pilgrim Dr
Mr. Submarine & Salads - Dine In, Delivery...
Beverly St
Williamsburg Dr
Birchwood Ln
Alhambra St
Krystal

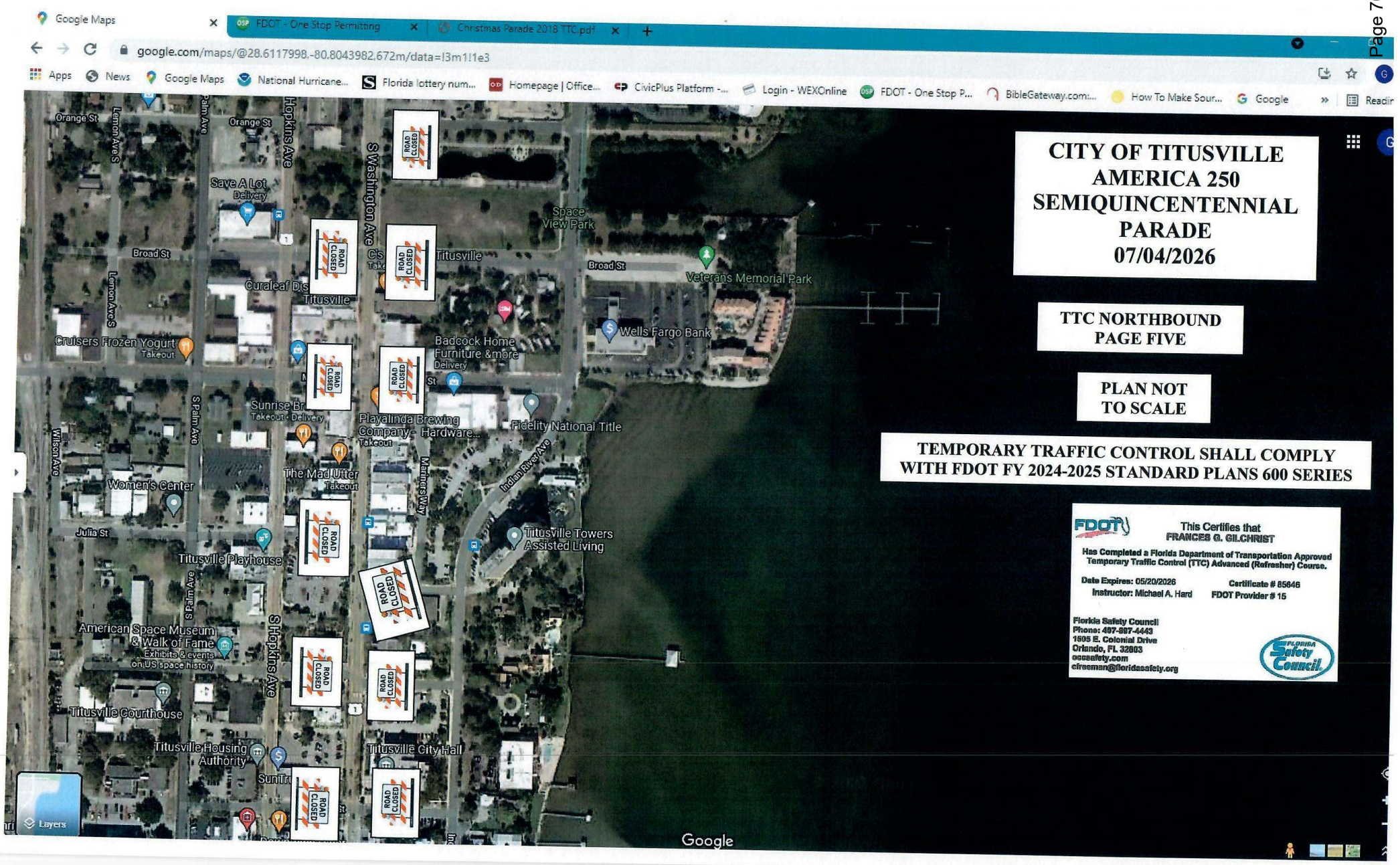

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Schlenk
DETOUR 1000FT
Serenity Massage & Spa
RV Direct America
RV dealer
Florida Health Care Plans: Titusville
DETOUR 500 FT
St Johns St
St Johns St
1st Ave
1st Ave
1st Ave
US 1
Riverside Dr
321 Produce
TAPER TO RIGHT
REF: FDOT S.P. 613
Pat Fischer Nissan
Nissan dealer
ROAD CLOSED
Edison Ave
S Washington Ave
Brevard St
Sunrise Animal Hospital
S Hopkins Ave
Indian River Ave
Riverside Dr
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Delivery
Cycle Life
Edison Ave
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07/04/2026
NOTES
THERE WILL BE FOUR (4) TYPE 3 BARRICADES AT HOPKINS AND US#1
SOUTHBOUND DETOUR ROUTE SHEET THREE
PLAN NOT TO SCALE
TEMPORARY TRAFFIC CONTROL SHALL COMPLY WITH FDOT FY 2024-2025 STANDARD PLANS 600 SERIES
FDOT
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Certificate # 85646
Instructor: Michael A. Hard
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Florida Safety Council
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TTC NORTHBOUND
PAGE ONE
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WITH FDOT FY 2024-2025 STANDARD PLANS 600 SERIES
Titusville Area Chamber of Commerce
Titusville Public Library
Taco Bell
Takeout · Delivery
Siesta Motor Inn
S Hopkins Ave
Park Ln
Aerial Photography by Joe Quinn
Pinecrest St
US Hwy 1
Orleans Bistro and Bar
Takeout
Roosevelt St
Salazar Roofing
Premiere Pawn
Pawn Shop
United Frontiers
Jackson St
S Washington
ROAD CLOSED
FDOT
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Titusville High School - Google
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TTC NORTHBOUND
PAGE TWO
PLAN NOT
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TEMPORARY TRAFFIC CONTROL SHALL COMPLY
WITH FDOT FY 2024-2025 STANDARD PLANS 600 SERIES
ROAD CLOSED
Sycamore St
S Hopkins Ave
Wade's Motor Inn
US Hwy 1
Kim Steele - State Farm Insurance Agent
Riverside Dr
First Allied Securities
S Washington Ave
Brilliant Smiles Orthodontics
Kim's Donut & Deli
Takeout
Titusville (US 1) MedFast Urgent Care
Mason Dr
Plantation Oaks by Maronda Homes
Titusville High School
11 min drive - home
Susie Aboulhosn - Realtor
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PAGE THREE
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Cycle Life
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PKSA Karate
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Edison Ave
Store, Brevard
Gun Shop
AutoZone Auto Parts
Auto parts store
Magna Auto Rentals, Inc
Control Tattoo
Tattoo shop
Lee Ct
Pete's European
Auto Service
Ron Norris Buick GMC
Car dealer
Enterprise Rent-A-Car
Riverside Dr
East Coast Body Shop
Ron Norris Pl
Ron Norris Honda
Car dealer
BER Mortgage Services
S Washington Ave
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Grace Bible Church
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MoonLight Drive-In
Takeout
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Three Oaks
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Bethlehem Baptist Church
Gerber Collision & Glass
Edward Jones - Financial Advisor: Casey A Crouch
Sniders Auto Center
Schlenker Automotive
Serenity Massage & Spa
RV Direct America
Florida Health Care Plans - Titusville
Nash Family Automotive
First Born Church-Titusville
321 Produce
Pat Fischer Nissan
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Union St
S Hopkins Ave
Indian River Ave
St Johns St
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Warren St
S Washington Ave
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PAGE FOUR
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**CITY OF TITUSVILLE**
**AMERICA 250**
**SEMIQUINCENTENNIAL**
**PARADE**
**07/04/2026**

**TTC NORTHBOUND**
**PAGE FIVE**

**PLAN NOT**
**TO SCALE**

**TEMPORARY TRAFFIC CONTROL SHALL COMPLY WITH FDOT FY 2024-2025 STANDARD PLANS 600 SERIES**

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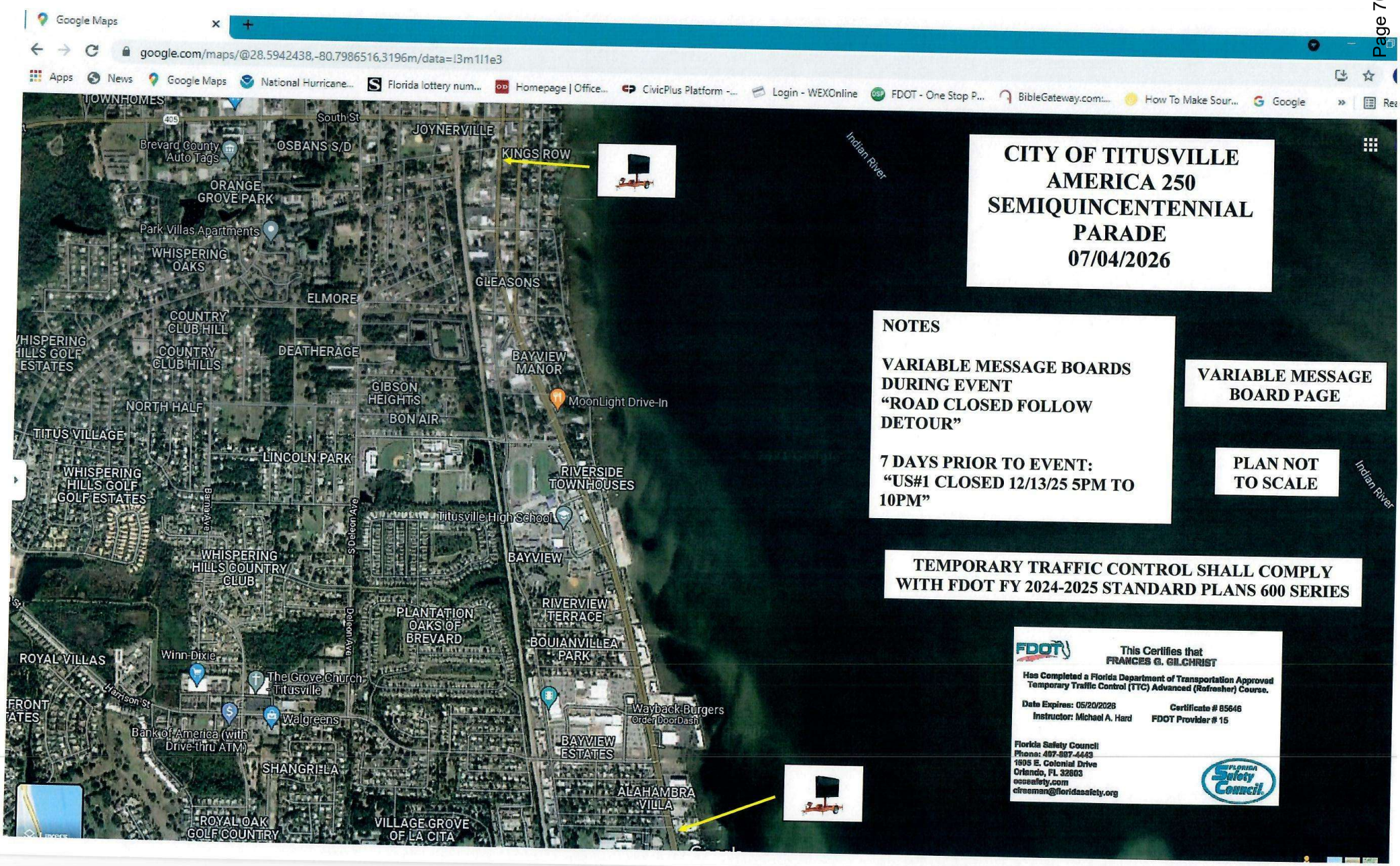
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cfreeman@floridassafety.org

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KINGS ROW
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Park Villas Apartments
WHISPERING OAKS
GLEASONS
ELMORE
COUNTRY CLUB HILL
WHISPERING HILLS GOLF ESTATES
COUNTRY CLUB HILLS
DEATHERAGE
BAYVIEW MANOR
GIBSON HEIGHTS
MoonLight Drive-In
NORTH HALF
BON AIR
TITUS VILLAGE
LINCOLN PARK
WHISPERING HILLS GOLF GOLF ESTATES
RIVERSIDE TOWNHOUSES
Titusville High School
S Delcon Ave
WHISPERING HILLS COUNTRY CLUB
BAYVIEW
PLANTATION OAKS OF BREVARD
RIVERVIEW TERRACE
BOUIANVILLEA PARK
ROYAL VILLAS
Winn-Dixie
The Grove Church - Titusville
Harrison St
Walgreens
Bank of America (with Drive-thru ATM)
Wayback Burgers
Order DoorDash
BAYVIEW ESTATES
SHANGRI-LA
ALAHAMBRA VILLA
ROYAL OAK GOLF COUNTRY
VILLAGE GROVE OF LA CITA
Indian River
CITY OF TITUSVILLE
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PARADE
07/04/2026
NOTES
VARIABLE MESSAGE BOARDS DURING EVENT "ROAD CLOSED FOLLOW DETOUR"
7 DAYS PRIOR TO EVENT: "US#1 CLOSED 12/13/25 5PM TO 10PM"
VARIABLE MESSAGE BOARD PAGE
PLAN NOT TO SCALE
TEMPORARY TRAFFIC CONTROL SHALL COMPLY WITH FDOT FY 2024-2025 STANDARD PLANS 600 SERIES
FDOT
This Certifies that
FRANCES G. GILCHRIST
Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced (Refresher) Course.
Date Expires: 05/20/2026
Certificate # 85646
Instructor: Michael A. Hard
FDOT Provider # 15
Florida Safety Council
Phone: 407-897-4443
1905 E. Colonial Drive
Orlando, FL 32803
fcsafety.com
cfreeman@floridasafety.org
Florida Safety Council

# City of Titusville

"Gateway to Nature and Space"

REPORT

**To:** Members of the City Council

**From:** Thomas Abbate, City Manager

**Subject:** **Purchase of Property for Future Stormwater Infrastructure Upgrades**

**Department/Office:** Public Works

## Recommended Action:

Authorize staff the authority to bid at the public auction on parcel ID 22-35-20-AV-*-14.01 for future stormwater infrastructure upgrades. Additionally, approve the associated budget amendment for an amount not to exceed $40,000 for the successful bid.

## Summary Explanation & Background:

Recently, the City Attorney's Office received notification that Parcel ID 22-35-20-AV-*-14.01 located at 3825 Bohannon Ave is scheduled to be sold at the June 11, 2026, tax deed sale due to delinquent taxes.

The property is located in an area that is susceptible to flooding and may provide the City with an opportunity to support future stormwater infrastructure improvements. Acquiring this parcel would allow the City to evaluate and potentially use the property for drainage improvements, stormwater conveyance, retention, maintenance access, or other flood mitigation measures that could benefit the surrounding area.

Attached is the Brevard County Tax Deed Clerk information, which includes the tax redemption amount for the parcel, the title search provided to the Brevard County Tax Deed Clerk, and the property information. The tax redemption amount would be satisfied from the auction bid amount collected. If the City is the successful bidder, the City would be responsible for paying the documentary stamp fees required to record the Tax Deed in the public records of Brevard County. No future property taxes would be collected from the City as owner, as the property would be tax-exempt due to its use for a public purpose.

It is recommended that City Council authorize staff to bid at the public auction for Parcel ID 22-35-20-AV-*-14.01 for future stormwater infrastructure upgrades and flood mitigation opportunities. Additionally, staff recommends approval of the associated budget amendment in an amount not to exceed $40,000 for the successful bid and related acquisition costs.

**Alternatives:**
Do not authorize purchase

**Item Budgeted:**
Yes, see BA to move funds to a land acquisition account.

**Source/Use of Funds/Budget Book Page:**

| | | | |
|---|---|---|---|
| Source: | 406-5555-538.39-00 | Contingency | $(40,000) |
| Use: | 406-5555-538.61-00 | Land Acquisition | $40,000 |

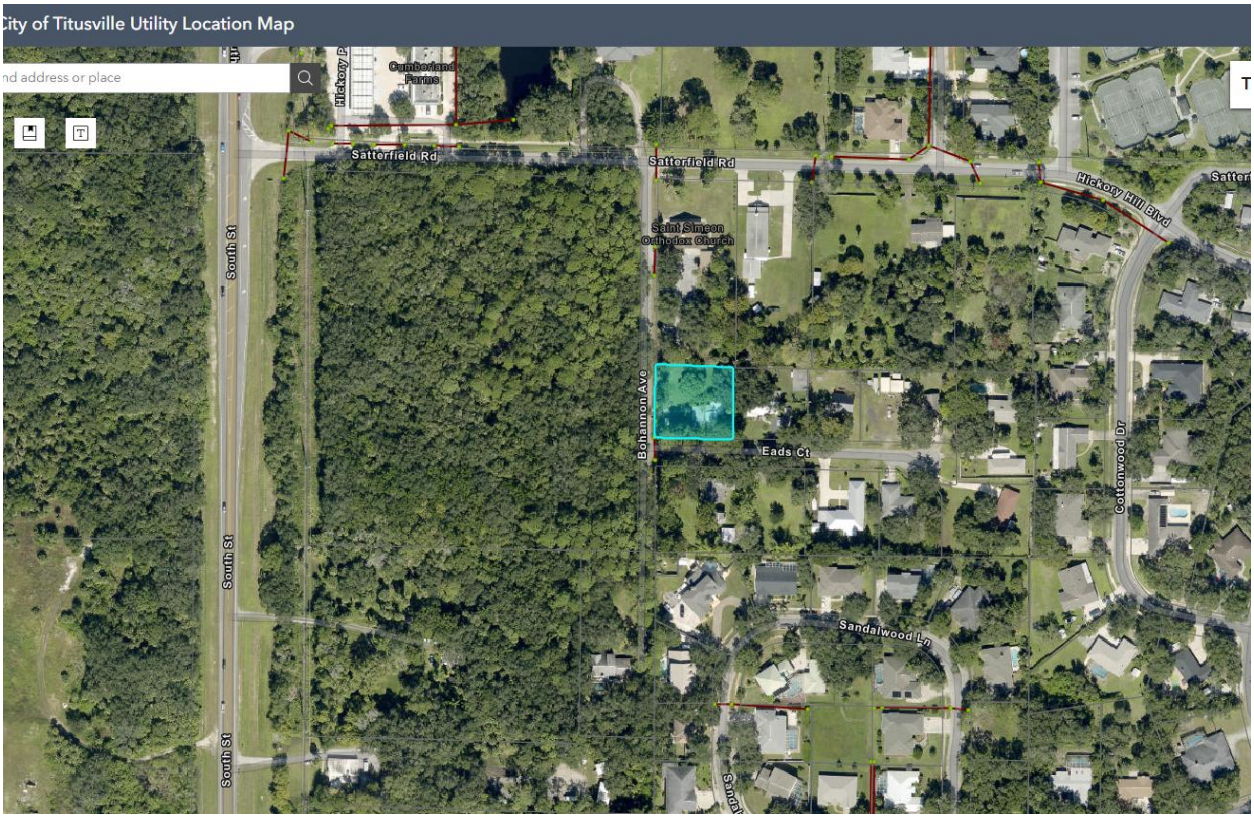
**Strategic Plan:**
Goal 1: Quality of Life
Goal 2: Efficient & Effective Services

**Strategic Plan Impact:**
This action aligns with the strategic plan by investing in infrastructure

**ATTACHMENTS:**
1. 3825 Bohannon Ave Map
2. June 11, 2026 tax deed sale list
3. Title search TD 260001 3825 Bohannon Avenue
4. BA - SW Land Purchase 3825 Bohannon Ave.

3825 BOHANNON AVE TITUSVILLE FL 32780



| Case Status | Case Number | Date Created | Application Number | Parcel Number | Sale Date | Deposit Balance | Opening Bid |
|---|---|---|---|---|---|---|---|
| ACTIVE | 250923 | 1/14/2026 | 250923 | 2949237 | 6/11/2026 | 17 | 2530.48 |
| ACTIVE | 250927 | 1/14/2026 | 250927 | 2909759 | 6/11/2026 | 17 | 1559.64 |
| ACTIVE | 250928 | 1/14/2026 | 250928 | 2909462 | 6/11/2026 | 17 | 1441.73 |
| ACTIVE | 250931 | 1/14/2026 | 250931 | 2914066 | 6/11/2026 | 17 | 4673.65 |
| ACTIVE | 250932 | 1/15/2026 | 250932 | 2906016 | 6/11/2026 | 17 | 2424.86 |
| ACTIVE | 250933 | 1/14/2026 | 250933 | 2910720 | 6/11/2026 | 17 | 1484.73 |
| ACTIVE | 250934 | 1/14/2026 | 250934 | 2909617 | 6/11/2026 | 17 | 1484.73 |
| ACTIVE | 250935 | 1/9/2026 | 250935 | 2904116 | 6/11/2026 | 17 | 3216.09 |
| ACTIVE | 250936 | 1/9/2026 | 250936 | 2909620 | 6/11/2026 | 17 | 1484.73 |
| ACTIVE | 250938 | 1/14/2026 | 250938 | 2910040 | 6/11/2026 | 17 | 2400.32 |
| ACTIVE | 250940 | 1/14/2026 | 250940 | 2914049 | 6/11/2026 | 17 | 3239.04 |
| ACTIVE | 250942 | 1/15/2026 | 250942 | 2935104 | 6/11/2026 | 17 | 2210.4 |
| ACTIVE | 250943 | 1/15/2026 | 250943 | 2940310 | 6/11/2026 | 17 | 2593.61 |
| ACTIVE | 250944 | 1/15/2026 | 250944 | 2939070 | 6/11/2026 | 17 | 2693.49 |
| ACTIVE | 250945 | 1/14/2026 | 250945 | 2939187 | 6/11/2026 | 17 | 1947.46 |
| ACTIVE | 250946 | 1/15/2026 | 250946 | 2935281 | 6/11/2026 | 17 | 2830.17 |
| ACTIVE | 250947 | 1/15/2026 | 250947 | 2950980 | 6/11/2026 | 17 | 3462.99 |
| ACTIVE | 250948 | 1/15/2026 | 250948 | 2949094 | 6/11/2026 | 17 | 2652.65 |
| ACTIVE | 250949 | 1/15/2026 | 250949 | 2949095 | 6/11/2026 | 17 | 2652.65 |
| ACTIVE | 250950 | 1/15/2026 | 250950 | 2948398 | 6/11/2026 | 17 | 2541.27 |
| ACTIVE | 250951 | 1/15/2026 | 250951 | 2950636 | 6/11/2026 | 17 | 2708.33 |
| ACTIVE | 250952 | 1/15/2026 | 250952 | 2441688 | 6/11/2026 | 17 | 2215.42 |
| ACTIVE | 250953 | 1/12/2026 | 250953 | 2931382 | 6/11/2026 | 17 | 3245.89 |
| ACTIVE | 250954 | 1/12/2026 | 250954 | 2500042 | 6/11/2026 | 17 | 1538.31 |
| ACTIVE | 250955 | 1/15/2026 | 250955 | 2500041 | 6/11/2026 | 17 | 1550.25 |
| ACTIVE | 250956 | 1/15/2026 | 250956 | 2500040 | 6/11/2026 | 17 | 1549.77 |
| ACTIVE | 250957 | 1/15/2026 | 250957 | 2500039 | 6/11/2026 | 17 | 1549.86 |
| ACTIVE | 250958 | 1/15/2026 | 250958 | 2318093 | 6/11/2026 | 17 | 8167.78 |
| ACTIVE | 250959 | 1/15/2026 | 250959 | 2500025 | 6/11/2026 | 17 | 1725.92 |
| ACTIVE | 250960 | 1/15/2026 | 250960 | 2964653 | 6/11/2026 | 17 | 1705.36 |
| ACTIVE | 260001 | 2/10/2026 | 260001 | 2209665 | 6/11/2026 | 17 | 9861.58 |
| ACTIVE | 260004 | 2/10/2026 | 260004 | 2947246 | 6/11/2026 | 17 | 2756.34 |
| ACTIVE | 260005 | 2/10/2026 | 260005 | 2947247 | 6/11/2026 | 17 | 2764.55 |
| ACTIVE | 260007 | 2/10/2026 | 260007 | 2313743 | 6/11/2026 | 17 | 1146.37 |
| ACTIVE | 260008 | 2/11/2026 | 260008 | 2500019 | 6/11/2026 | 17 | 1522.45 |
| ACTIVE | 260009 | 2/11/2026 | 260009 | 2500020 | 6/11/2026 | 17 | 1510.04 |
| ACTIVE | 260010 | 2/12/2026 | 260010 | 2500026 | 6/11/2026 | 17 | 1509.42 |
| ACTIVE | 260011 | 2/10/2026 | 260011 | 2500027 | 6/11/2026 | 17 | 1509.55 |
| ACTIVE | 260012 | 2/10/2026 | 260012 | 2500028 | 6/11/2026 | 17 | 1509.44 |

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Pittsburgh, PA 15222

Web: www.grantstreet.com
E-mail: TitleExpress@grantstreet.com
Phone: (412) 391-5555

At the request of the County Tax Collector for Brevard County, FL, a search has been made of the Public Records for the following described property:

| Account # | Parcel ID | Property Address |
|---|---|---|
| 2209665 | 22-35-20-AV-*-14.01 | 3825 BOHANNON AVE<br>TITUSVILLE 32780 |

**Legal Description**

TITUSVILLE FRUIT & FARM LAND CO SUBD PART OF LOT 14 AS DES IN ORB 142 PG 53 EX ORB 121 PG 10,RD R/W

## Other Parcel Info

| Certificate # | Assessed Value | Homestead? | Mobile Home? | Bankruptcy? |
|---|---|---|---|---|
| 2023 - 1356 | $68,690 | No | No | No |

**Owner of Record on Current Tax Roll**

MARY L GREO

3825 BOHANNON AVE
TITUSVILLE FL 32780-5175

**Billing Name & Address**

# PROPERTY INFORMATION REPORT

This Property Information Report has been prepared in accordance with the requirements of Florida Statutes, Sections 197.502(4) and (5), and satisfies the minimum standards set forth in the Florida Administrative Code, Chapter 12D-13.061.

This report is not an opinion of title, title insurance policy, warranty of title or any other assurance as to the status of title, and shall not be used for the purpose of issuing title insurance.

Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions is limited to the amount paid for this report, and is further limited to the person(s) expressly identified by name as the recipient(s) of the report.

**Report Date:** 02/04/2026 **Search covers** **20 years** **through:** 02/01/2026

*Ashley Reeves*
Title Examiner

**General Examiner Comments:**

## APPARENT TITLE HOLDER

| Name & Address of Record | Document | Examiner Comments |
|---|---|---|
| MARY L. GREO | Warranty Deed Bk:2730 Pg:1173 | No address found on document. Mary L. Greo a/k/a Maria Luisa Greo a/k/a Maria Louisa Colon Greo |
| MARY L GREO<br>3825 BOHANNON AVE<br>TITUSVILLE FL 32780-5175 | | |

**Related Documents (for Reference)**

None found.

## MORTGAGE HOLDER

| Name & Address of Record | Document | Examiner Comments |
|---|---|---|
| None found. | | |

**Related Documents (for Reference)**

None found.

## LIEN HOLDER

| Name & Address of Record | Document | Examiner Comments |
|---|---|---|
| None found. | | |

**Related Documents (for Reference)**

None found.

## OTHER PARTIES

| Name & Address of Record | Document | Examiner Comments |
|---|---|---|
| RANDOLPH GREO<br>3825 BOHANNON AVENUE<br>TITUSVILLE FL 32780 | Death Certificate Bk:7723 Pg:137 | |

**Related Documents (for Reference)**

None found.

## OTHER DOCUMENTS

**Document Type**

Property Appraiser

## Budget Amendment/Transfer Form

| Source of Funds: |
|---|
| FY2026 |

| Account Number | Project Number | Description | Amount | Budget Amendment/ Budget Transfer |
|---|---|---|---|---|
| 406-5555-538.39-00 | | Contingency | $ (40,000) | Budget Adjustment |
| | | **Total** | **$ (40,000)** | |

| Use of Funds: |
|---|
| FY2026 |

| Account Number | Project Number | Description | Amount | Budget Amendment/ Budget Transfer |
|---|---|---|---|---|
| 406-5555-538.61-00 | | Land Acquisition | $ 40,000 | Budget Adjustment |
| | | | $ - | |
| | | **Total** | **$ 40,000** | |

| Input Name: | Budget Office Approval: | Notes: |
|---|---|---|
| | | 6/9/26 City Council Meeting |
| Input Date: | Budget Office Approval Date: | Parcel ID 22-35-20-AV-*-14.01 located at 3825 Bohannon Ave. Acquiring this parcel would allow the City to evaluate and potentially use the property for drainage improvements that could benefit the surrounding area. |
| | | |
| Manual JE/BA#: | Post Date: | |
| | | |

# City of Titusville

"Gateway to Nature and Space"

REPORT

**To:** Members of the City Council

**From:** Thomas Abbate, City Manager

**Subject:** **Community Development Block Grant (CDBG) 2026/2027 Annual Action Plan Final Public Hearing**

**Department/Office:** Neighborhood Services

**Recommended Action:**

Conduct the final public hearing on the 2026/2027 draft Community Development Block Grant (CDBG) annual action plan and authorize the Neighborhood Services Director and/or Mayor to sign the grant application and certifications forms as required, for utilization of CDBG funds in the amount of $251,081.

**Summary Explanation & Background:**

Each year, the City is required to develop an annual Action Plan for its CDBG program outlining the programs and/or activities, consistent with the goals and objectives of the approved 5-Year Consolidated Plan, which the City may undertake during the upcoming grant program year in accordance with the 24 CFR regulations.

On February 10, 2026, City Council approved the funding recommendations for the CDBG 2026-2027 program year. As a result, the Neighborhood Services Department has completed a draft of the annual Action Plan formulating the activities, programs, and funding levels for the 2026-2027 program year, for the purposed of public review and comment. The proposed Action Plan provides partnerships with four (4) non-profit agencies in providing various public services city-wide, and the final year of the Neighborhood Revitalization Program. Highlights for the Action Plan area as follows:

PUBLIC SERVICES $37,000
Aging Matters in Brevard for a senior Meals on Wheels program in the amount of $15,000
Brevard Alzheimer's for a safe ride program in the amount of $6,000
Women's Center for a domestic violence safe house program in the amount of $11,000, and
Matthew's Hope for a mobile homeless outreach program in the amount of $5,000

In addition to the aforementioned public service activities, the Action Plan includes infrastructure and housing activities that provide a low-moderate area benefit in the South Street Target Area utilizing $163,865. These improvements include, but are not

limited to lighting, sidewalks, blight removal, beautification, street improvements, and housing improvement programs. Finally, the Action Plan includes general grant administration and fair housing activities utilizing the maximum 20% cap of $50,216.

Completion of the annual Action Plan is a requirement of the CDBG grant program to receive the allocated entitlement funds from the U.S. Department of Housing and Urban Development (HUD). Upon approval of the Action Plan, the 2026-2027 funds will become available on a reimbursement basis beginning October 1, 2026 to implement the activities and programs contained in the Plan. The draft Action Plan is the result of collaborative efforts with community stakeholders and staff. The 2026-2027 CDBG grant allocation of $251,081 is a $29,820 decrease from the previous year's allocation of $280,901. As a result, the funding recommendation levels approved at the February 10, 2026 City Council meeting have been adjusted accordingly as indicated on the included Summary of Allocations attachment.

Tonight's public hearing was advertised on May 21, 2026 to encourage public participation. The public comment period will run from tonight's meeting through July 09, 2026. All oral and written comments received related to the proposed Plan will be considered and included in the final Plan submitted to HUD by the August 16, 2026 deadline.

**Alternatives:**
Approve as written or approve with changes based on public comment where compliance can be maintained

**Item Budgeted:**
Budgeted in FY27:
121-1904-554-83-00-CDBG $ 50,216
121-5555-554-83-00-CDBG $163,865

**Source/Use of Funds/Budget Book Page:**
Housing & Urb Dev/Other Grant and Aids
CDBG00 $251,081

**Strategic Plan:**
Goal 1: Quality of Life
Goal 2: Efficient & Effective Services
Goal 4: Economic Development
Goal 5: Effective Governance

**Strategic Plan Impact:**

**ATTACHMENTS:**
1. FY26 CPD Formula Letters - Titusville, FL

2. 26-27 Summary of Allocations
3. Draft Action Plan for Public Comment
4. Public Notice Ad

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

April 10, 2026

Mr. Andrew Connors
Mayor of Titusville
P.O. Box 2806
555 S Washington Avenue
Titusville, FL 32781

Dear Mayor Connors,

Secretary Scott Turner is committed to improving housing opportunities, reducing regulations to lower housing cost, and expanding housing supply for hardworking Americans. The nationwide shortage of rental and owner-occupied properties and the current rate of construction have not kept pace with the demand. This lack of adequate housing supply leads to higher prices for renters and homebuyers alike, forcing some into homelessness and preventing countless Americans from becoming homeowners. Across the country, partnerships between public and private sectors are providing millions of Americans an opportunity to get ahead. HUD is determined to continue its collaboration with you so programs are responsibly utilized and can spark additional leveraging and partnerships to address the nation's housing challenges.

As authorized by the Consolidated Appropriations Act (Public Law 119-75) on February 3, 2026, I am honored and excited to announce that the Titusville jurisdiction is receiving the following Fiscal Year 2026 allocations for the identified programs:

Community Development Block Grant (CDBG) $251,081.00

HOME Investment Partnerships Program (HOME) $ 0.00

Emergency Solutions Grants (ESG) $ 0.00

Housing Opportunities for Persons With AIDS (HOPWA) $ 0.00

Recovery Housing Program (RHP) $ 0.00

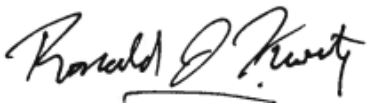
In addition, your jurisdiction's CDBG allocation for this year provides you with $1,255,405.00 in available Section 108 loan guarantee borrowing authority. Section 108 permits you to borrow up to five times of your current CDBG allocation. This loan allows jurisdictions to maximize access to low-interest capital, and provide long-term financing to invest in Opportunity Zones, or further address gap financing for big projects that you envision for your community.

As you are finalizing your Annual Action Plans or Consolidated Plans that are due for submission to our office by August 16, 2026, please be reminded that it is important to align with

applicable laws and executive orders. If you or any member of your staff have questions, please do not hesitate to contact your local HUD Field Office or CPDGDAS@hud.gov.

Thank you for your interest in CPD programs and for ensuring that these dollars are responsibly achieving outcomes as intended by law. When people have a safe and stable place to call home, they can focus on contributing to the economy and be productive members of their respective communities.

Sincerely,



Ronald J. Kurtz
Assistant Secretary
for Community Planning and Development

# 26/27 Community Development Block Grant (CDBG)
# Use of Funds $251,081

PUBLIC SERVICES ACTIVITIES:

| | | | |
|---|---|---|---|
| Women's Center | Domestic Violence Services Program | | $ 11,000.00 |
| Aging Matters | Meals on Wheels | | $ 15,000.00 |
| Brevard Alzheimer's | Safe Ride Program | | $ 6,000.00 |
| Matthew's Hope | Homeless Services | | $ 5,000.00 |
| | | Subtotal | $37,000.00 |

ADMINISTRATION AND INFRASTRUCTURE PROGRAMS/ACTIVITIES:

| | | |
|---|---|---|
| Neighborhood Revitalization Program- Year 5<br>South Street Target Area- Infrastructure and Housing | Subtotal: | $163,865.00 |

OVERSIGHT & ADMINISTRATION:

| | | |
|---|---|---|
| CDBG program administration | | $ 49,216.00 |
| Fair Housing Education and Outreach | | $ 1,000.00 |
| | Subtotal: | $50,216.00 |
| | Total: | $251,081.00 |

# COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

# ANNUAL ACTION PLAN

# FY 26/27

City of Titusville, Florida

## OCTOBER 1, 2026 – SEPTEMBER 30, 2027

## Draft for Public Comment

# Executive Summary

## AP-05 Executive Summary - 91.200(c), 91.220(b)

### 1. Introduction

The Annual Action Plan for fiscal year 2026-2027 provides a description of the activities the City of Titusville will undertake between October 1, 2026, and September 30, 2027, utilizing the City's Community Development Block Grant (CDBG) entitlement program. Additionally, the Plan describes utilization of HOME Investment Partnership (HOME) program funds awarded to the City through the Brevard County HOME Consortium.

The Action Plan includes policies, strategies, programs, and projects that will enable the City to achieve its mission of working together to build a strong community. This mission focuses on building strong neighborhoods, developing a sound economy, providing a safe community, and fostering a healthy environment. The Action Plan promotes HUD's three main statutory objectives: Provide decent affordable housing; Create suitable living environments; and Create economic opportunities.

The City of Titusville is an entitlement City, which receives direct CDBG funds, and as part of the Brevard County HOME Consortium with the cities of Melbourne, Palm Bay, and Cocoa receives HOME Funds. The U.S. Department of Housing and Urban Development (HUD) outlines the Consolidated Plan requirements that each state and local jurisdiction which receives federal funding must comply to continue to receive governmental allocations. The Consolidated Plan planning document allows jurisdictions to develop strategies for a five (5) year period, using combined funding sources, to address housing and community needs. This Action Plan will fall under the 2022-2026 Consolidated Plan. The jurisdiction must submit to HUD an Annual Action Plan that provides a description of activities that the jurisdiction will undertake during the next year to address priority needs outlined in the Consolidated Plan. In partnership with for-profit and non-profit organizations, local citizen groups, private sector business and governmental agencies, and target area residents, the City will carry out the activities planned for the next year to meet the needs of the underserved population.

### 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

When allocating investments within the jurisdiction, staff analyze the needs of the community from written and unwritten data through outreach activities, social media, and community surveys to ensure that services and activities implemented and funded address unmet or critical needs. Within the jurisdiction, there is one low-income designated target area known as the South Street Target Area, which contains 61% or more households having incomes of 80% or below the area median income. This

Target Area also contains the largest racial/minority concentration within the city, and the focus of the jurisdictions CDBG program for current five-year Consolidated Plan cycle.

The following objectives and outcomes summarize the jurisdiction's use of CDBG, HOME, and SHIP activities that it expects to fund and implement during the program year(s). There are seven (7) broad goals that guide the use of HUD funds. These goals are consistent with other policy directions provided by the City of Titusville City Council.

Objectives

Suitable Living Environment (SL)

Decent Housing (DH)

Creating Economic Opportunities (EO)

Outcomes

Availability/Accessibility

Affordability

Sustainability

Groups of Outcome/Objective Statements

- Accessibility for the purpose of creating a suitable living environment
- Accessibility for the purpose of creating decent affordable housing
- Accessibility for the purpose of creating economic opportunities
- Affordability for the purpose of creating suitable living environments
- Affordability for the purpose of providing decent affordable housing
- Affordability for the purpose of creating economic opportunities
- Sustainability for the purpose of creating suitable living environments
- Sustainability for the purpose of providing decent affordable housing
- Sustainability for the purpose of creating economic opportunities

Utilizing 26/27 program funds in the amount of $251,081, the City will collaborate with non-profit agencies to provide various eligible public services activities under regulatory citation 570.201(e) city-wide, and perform other eligible activities found in regulatory citation 570.201 (a), (b), (c),(d),(f), and (n), and citation 570.202 (a) and (b) in a concentrated approach for target area revitalization improvements. Additionally, in accordance with regulatory citation 570.200(g) the City will utilize up to 20% of its program year allocation for activities defined in 570.205 and 570.206 to perform general administration

of its CDBG program as deemed necessary. Additionally, the City anticipates utilizing $113,922.19 in HOME funds through the Brevard County HOME Consortium, and approximately $352,074 in SHIP funds through the Florida Housing Finance Corporation, for additional affordable housing and administrative activities.

**Objectives and Outcomes Continued**

**Neighborhood Revitalization–** the City will continue to focus on implementing features of the community-prepared revitalization plan (f.n.a NRSA) utilizing CDBG funds in partnership with community stakeholders and interested residents. Utilizing $163,865 of FY 26/27 and previous years carry forward funds, year five will focus on targeted community improvements such as housing and infrastructure improvements. Further improvements may include spot blight removal and beautification where funding permits and these needs rise to a critical need. Additional activities during the program year may include transportation improvements and acquisition/disposition of lands for affordable housing based on local needs.
**Housing Rehabilitation Program**-utilizing CDBG, SHIP or HOME funds, the City will continue this program to assist low-income homeowners with minimum housing repairs to their homes. Additionally, the City will utilize CDBG funds for the rehabilitation of single-unit residential and/or temporary homeless shelters or transitional housing. Further, the City will utilize CDBG funds to support the administration costs of its housing rehabilitation programs funded through other sources.
**Weatherization Program-** with SHIP funds, the City will set aside funding to assist homeowners with exterior improvements to weatherize their homes.
**Rental Rehabilitation**–with SHIP and/or CDBG funds, the City will set aside funding to assist affordable housing property owners with minimum housing repairs and upgrades to affordable rental units to increase the availability of decent and safe affordable rental housing units that serve low and moderate income tenants.
**First-Time Homebuyer Program**-with HOME and SHIP funding, the City will set aside funds to assist homebuyers with downpayment and closing costs. Due to a decrease in SHIP and HOME funding, the City may utilize CDBG funds to bridge the gap in funding needs.
**New Construction**- with SHIP or HOME funding, the City will set aside funds to assist Community Housing Development Organizations and/or Community Land Trusts to construct affordable homeownership opportunities on lands donated by City.

**CARES ACT CDBG-CV**- utilizing the 19/20 remaining funds of approximately $278,056, the grantee will continue to prepare for on-going and future impacts and effects of the coronavirus virus or other pandemics through the end of the CV program. The Grantee has implemented a COVID19 Economic Disruption Assistance Program that provides short-term financial assistance to eligible residents who have experienced a hardship as a result of the virus with delinquent rent and/or mortgages. Additionally, the Grantee will continue to address air quality concerns and create touchless environments to improve public health and prevent the spread of the virus at the Social Service Center and other public facilities to allow continued usefulness during an outbreak. Further, in an effort to effectively utilize the balance of funds, the Grantee will look to quantifiably increase public services or support new public services through provisions of equipment, supplies, and materials related to the effects of the pandemic or to enable resilience to the effects of virus in the future, such as food banks, youth services, health care, or senior services.

## 3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The overall goal of the community planning and development programs included in the Consolidated Plan is to develop viable communities by providing decent housing, suitable living environment, and expanding economic opportunities principally for low- and moderate-income persons. Through self-evaluation and unwritten data, the City offers the following.

The City's HUD-funded grant programs improve quality of life for low- and moderate-income residents through four types of programs: community facilities, affordable housing, public services, and homeless services. Community facilities and infrastructure projects have been effective in serving many residents in targeted areas. These projects have been targeted at neighborhoods most in need of visible and public-safety-related improvements, including sidewalks, streets, and shaded stops.

The City offers several affordable housing programs for homeowners, including emergency repairs, rehabilitation, and purchase assistance. As local rents have increased, the City has supported the development of affordable rental housing and strengthened its partnership with the local housing authority and affordable housing developers to combat this issue. Adopted policies and land development regulations support affordable rental housing development using Housing Tax Credits at scattered locations that maximize fair housing choice for low-income residents. These successful efforts will continue.

The City's CDBG-funded public services have generally spread across a broad spectrum of social service types. To align more closely with City Council's adopted priorities, the five-year plan adopted in 2021 proposed to intensify the focus on public services funded programs that reduce poverty, increase children's ability to succeed in school, and support aging in place for elderly residents. As a result, a Neighborhood Revitalization Strategy Area Plan was developed and approved by HUD, targeting these populations. However, the Plan was abandoned by the City after subsequent unfavorable discussions and concerns by HUD.

For homeless services, the focus has been upon maintenance of the safety net, through continued support of local service and housing providers. There has been a continued effort to effectively coordinate with the local Continuum of Care (CoC) and the City's goals. This effort to improve coordination has led to a stronger emphasis on housing-related homelessness services such as rapid rehousing programs, homelessness prevention programs, and case management programs that focus on housing placement. This housing emphasis is proposed to be continued and increased throughout the remainder of the five-year Consolidated Plan period. New initiatives and programs will continue to develop in response to HB 1365. For this program year, the City will support mobile homeless services city-wide through subrecipients that provide these types of services. These mobile services will focus on

a “boots on the ground” outreach program within the community to provide awareness of services and meet with those in need where they are.

1: Are the activities and strategies making an impact on identified needs?

The impact of the activities and strategies that were implemented is demonstrated by the number of households benefiting from these activities, and the number of clients served over the last year directly, and indirectly, through the grantee’s subrecipients. The outcome data and feedback indicate that the activities address several priorities needs such as housing burden: special needs, homelessness outreach and counseling, and senior services.

2: What barriers may have a negative impact on fulfilling the strategies and the overall vision?

The biggest barrier affecting the identified needs is funding. Public service activities are capped at 15% of the total CDBG allocation. While funds are leveraged as much as possible, they can only be stretched so far. Additionally, regulatory requirements such as Davis-Bacon and Environmental Reviews create challenges. Another barrier identified is the rising cost of homeownership. Many of the homes in Titusville were built prior to 1970 and are falling into disrepair. The rehab program continues to provide low-income households with assistance in making the necessary repairs to sustain homeownership; currently there are more than fifteen as of 4/8/26 households on the waiting list to be served. However, this number is expected to increase due to the homeowner’s insurance affordability crisis, and uninsured or under-insured homeowners. Although the housing market has rebounded, it has created another challenge of affordability city wide, but more specifically, for the minority population and the very low-income households. While new housing is being built in these neighborhoods, they remain out of reach due to high insurance costs.

3: What is the status of grant programs, schedule of activities, timely grant disbursements, and similar expenditures vs. line of credit disbursements?

The grant programs are being completed on target and in a timely manner in accordance with regulatory requirements as documented by program reports and HUD monitoring. Disbursements are drawn and reimbursed in a timely manner and balanced with the letter of credit as verifiable in IDIS.

4: Are the goals on target and what adjustments or improvements to strategies and activities might meet the needs more effectively?

Additional funding would allow the City to make improvements and address strategies and activities listed within the Consolidated Plan more effectively. Funds are continually being used to address needs and leveraged to gain the maximum dollars possible to serve as many clients as possible, with 100% of funds expended benefiting low-income households. While all programs would benefit from additional funding, public services and neighborhood revitalization programs are the most critical needs than other programs. Programs intended to improve housing stock and infrastructure conditions are lagging, as

compared with the need due to the impacts of the rising costs in materials and contractor availability. It is anticipated that the City will continue to adjust goals and activities due to the on-going lingering economic impacts of the COVID-19 pandemic until the housing market and construction services have stabilized.

## 4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Development of this Action Plan relied upon three phases of citizen participation and consultation.

Throughout the course of the development of the FY 2022-2026 Consolidated Plan and subsequent annual Action Plans, public participation was strongly encouraged through public notices, social media platforms, email blast, and community workshops for participation by community stakeholders and residents. Staff met with local non-profits and governmental agencies, as well as many citizen groups locally and citywide. In addition, agencies that serve a higher concentration of minorities and non-English speaking persons, as well as persons with disabilities, were contacted and participated in a client survey developed by Consortium members for local non-profits and governmental agencies.

Community meetings were held to capture different ideas and needs. Additional meetings were held with the Affordable Housing Advisory Committee for discussion and input. Consortium-wide public meetings were held with the community, non-profit housing and non-housing providers, and local elected officials.

Additionally, the City of Titusville held a “Shape the Future of Titusville” interactive public workshop on February 21, 2023, to give residents and other stakeholders an opportunity to discuss and share their ideas on future planning, the Comprehensive Plan, and development regulations. The workshop focused on three redevelopment areas of the city: Downtown Titusville, west of Downtown (a.k.a. Canaveral Heights and Joynerville), and the city’s main corridors. Participants had the opportunity to provide input on desired outcomes of various development types that promote “placemaking” and shape the identity of the city. A diverse group of people attended the workshop, including long-time residents, newcomers, homeowners, and business owners. The Mayor and City Council were present along with senior staff members. As seen in previous workshops, there was consensus regarding the recurring theme of improving the city's appearance and maintenance of infrastructure and addressing housing needs.

Further, the City’s Historic Preservation Board met for its annual workshop where presentations on new architectural style and design guidelines were discussed for the downtown districts including the Canaveral Heights and Joynerville neighborhood. Additionally, on May 25, 2023, the Economic Development Office hosted a community workshop to obtain input on identifying Brownfield sites for assessment throughout the city.

For the development of the 2026/2027 Action Plan, several collaborative meetings were held with the target area residents and concerned citizen groups to discuss resources, past actions, desired improvements, and needed outcomes. Input from these meetings steered the neighborhood revitalization area needs for this plan. The City will continue its efforts on revitalization efforts in the South Street Target Area during the final year of the current five-year plan, with an emphasis on infrastructure and beautification within the community for the upcoming grant year in partnership with the community. Improvements may consist of street and sidewalk improvements, lighting improvements, spot blight removal, and public facilities for the purpose of creating community service centers or other public service type facilities focusing on serving a targeted low-income community. Additionally, due to the continued decrease in the HOME and SHIP programs, the City will bridge funding gaps in its Housing Rehabilitation and/or Homebuyer programs with CDBG as needed.

For the development of its 2606/2027 Annual Action Plan, the City held a community meeting on October 4, 2024, with the target area residents and concerned citizens groups to discuss objectives for the upcoming year. Additionally, the City held its first public hearing on December 2, 2025 whereby it presented a summary of the City's CDBG program and accomplishments from the prior year, and proposed activities and program objectives and goals for the upcoming 26/27 program year. On February 10, 2026, the Neighborhood Services Department presented City Council with funding recommendations and proposed Action Plan activities for the 26/27 program year, public comments were welcomed. Lastly, the City held its final public hearing on the final draft of the proposed Action Plan prior to its submittal to HUD. This final public hearing took place on June 9, 2026. Notices of the public hearing and meeting concerning the City's Action Plan were published in a widely available newspaper at least fifteen days before the scheduled public hearing, posted on the City's Neighborhood Services Department website and on social media platforms, and notices sent via electronic email to known community groups. The notice of the formal 30-day public comment period, which included the notice of City Council Public Hearing was published on May 21, 2026. The 30-day public comment period ran from June 9, 2026 to July 9, 2026.

**5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

During the development of the Consolidated Plan, approximately 500 Surveys tailored to the community needs were distributed with 55 surveys being returned. Citizens had the opportunity to write in comments as well as select the most important issues in their neighborhood. One citizen wrote- "Vacant houses are not being addressed." Another wrote- "Better code enforcement," while other citizens wrote that the most important issues are- "Homeless need help" and "Job training and opportunities, tutoring programs and housing."
More comments/views from citizens:

- Housing is a high priority- demolition of substandard housing, new construction of affordable

housing, and rehab of existing older homes;

• More affordable rental unit- help with repair on existing rental units, new construction of rental units, and assistance with rental payments;

• Homeless programs or facilities are needed, emergency and transitional housing for the homeless, veterans, women with children, and special needs;

• Home modifications for the disabled and public housing improvements;

• Infrastructure and neighborhood improvements was a high priority- drainage and flooding issues, potholes, a need for more greenways, sidewalks, and bike paths as well as traffic calming and improved street lighting;

• Safety issues were determined to be a priority need. Many of the residents expressed concern with prostitution and drug trafficking in the target area, abandoned buildings which encourage drug trafficking and other crimes, speeding cars in neighborhoods, and loud car stereos as a nuisance. Citizens expressed that more policing is needed.

Public comments during the development phase of the 26/27 Action Plan focused on proposed allocations of CDBG funds and input from the targeted community. City Council heard from five nonprofit agencies/organizations applying for CDBG public service funding. The City Council expressed a desire to fund new agencies and establish new partnerships within the community. However, it was a consensus that those agencies currently receiving funding and requesting additional funding for the upcoming year provided much needed services to residents, especially seniors.

Public comment period of the draft FY 26/27 Annual Action Plan was between June 9 ,2026 and July 9, 2026; the following comments were received and considered:

**PENDING PUBLIC COMMENTS**

## 6. Summary of comments or views not accepted and the reasons for not accepting them

There were no comments or views that were not accepted during the public comment period on the development of the annual Action Plan for FY 2026/2027.

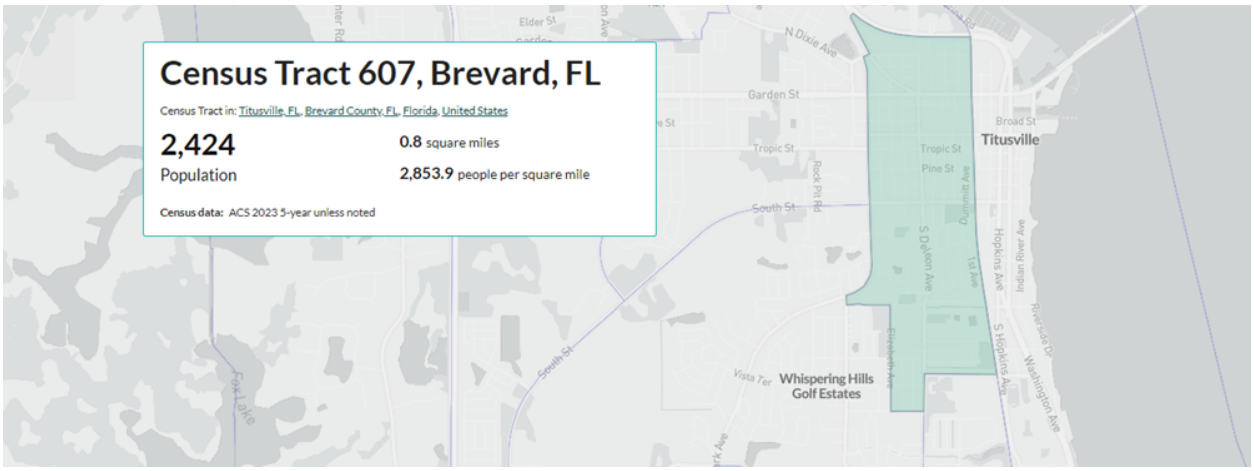
## 7. Summary

The Citizen Participation process followed in the development of this Plan supported the City's proposed efforts to use CDBG grant funds to improve neighborhoods, provide urgently needed housing improvements, develop new affordable housing for both owners and renters, assist new homebuyers, and support local social and homeless service agencies to the greatest extent possible.

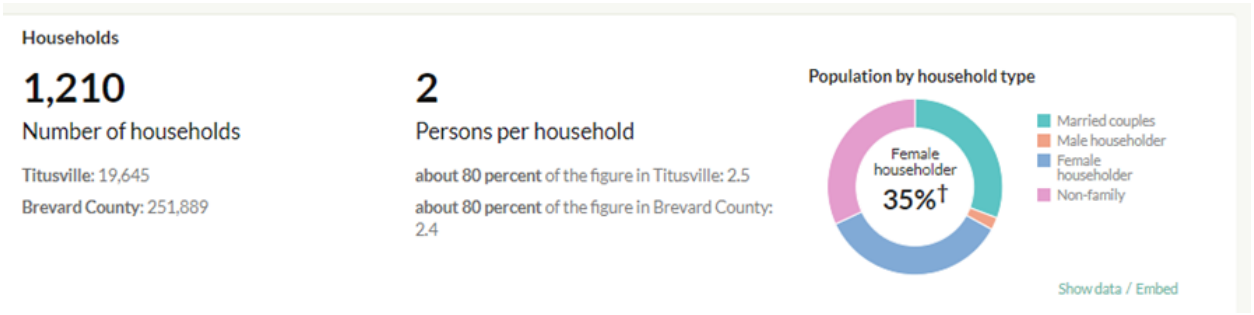
To ensure public participation, public notices were placed in the Florida Today local newspaper as well as on the Neighborhood Services Department City webpage and Facebook social media platform. Additionally, direct communications with the target-area residents were made to broaden public participation efforts in the development of the plan through email lists. The approved Consolidated

Plan and the draft FY 26/27 Annual Action Plan are available on the department's website as well in person at the Harry T. Moore Social Service Center, 725 S. DeLeon Avenue, Titusville, FL 32780, which is located within the focused target area.

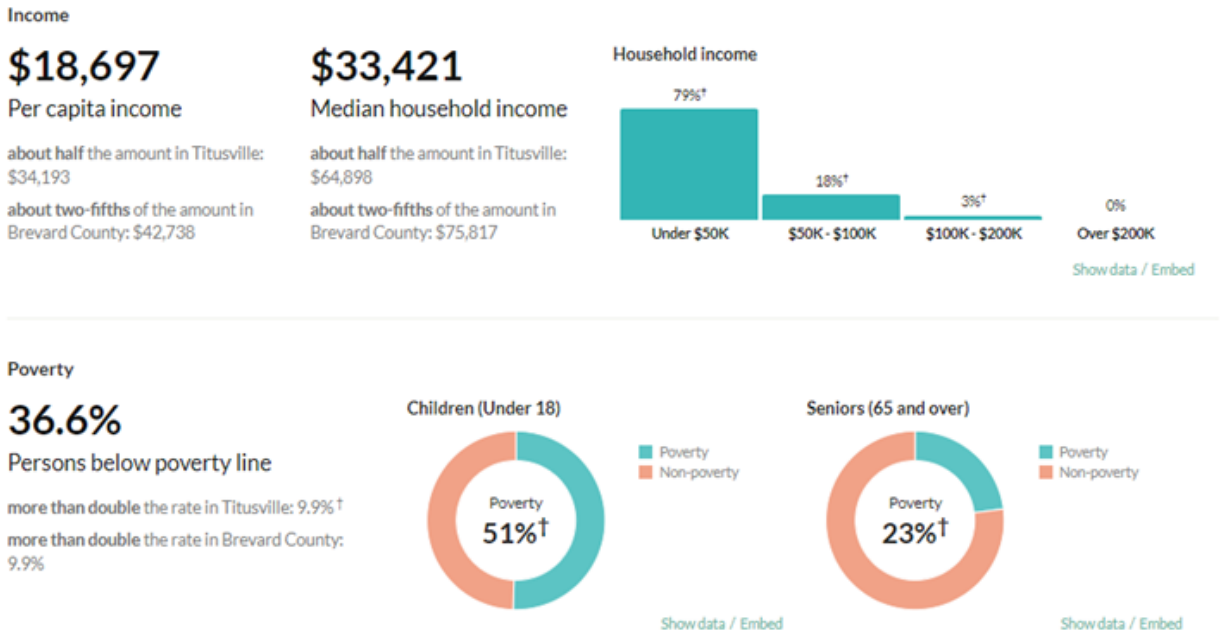
Those individuals requiring special accommodations to participate in the public comment period or requiring the document in another language, is encouraged to contact the Neighborhood Services Department at neighborhoodservices@titusville.com or in person at the Harry T. Moore Social Service Center located at 725 S. DeLeon Avenue, Titusville, FL 32780.




**AP-50 GEO DIST**



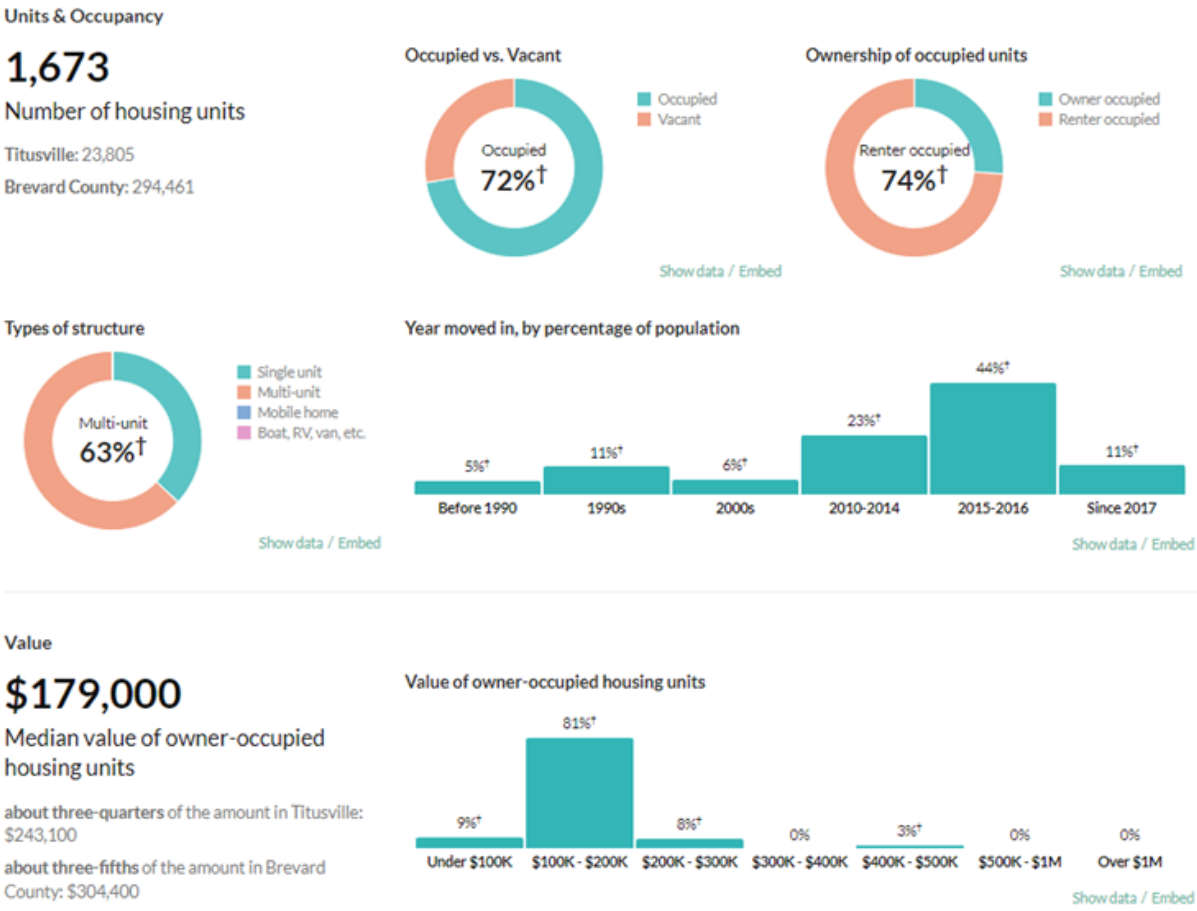

**AP-50 CENSUSREPORTER DATA - Households**




**AP - 50 CENSUSREPORTER DATA - Income**




**AP - 50 CENSUSREPORTER DATA - Population**




**AP-50 CENSUSREPORTER DATA - Units Occupancy**

**Housing Value**
in Titusville city, Florida
*DP04*

| Measure | Value |
|---|---|
| Less than $50,000 | 4.7% |
| $50,000 to $99,999 | 4.8% |
| $100,000 to $149,999 | 9.7% |
| $150,000 to $199,999 | 18.2% |
| $200,000 to $299,999 | 29.0% |
| $300,000 to $499,999 | 26.8% |
| $500,000 to $999,999 | 6.1% |
| $1,000,000 or more | 0.6% |

**AP-50 CENSUSREPORTER DATA - Values**

## Median Income by Types of Families

in Titusville city, FL

*S1901*

| Measure | Value |
|---|---|
| Families | $79,693 |
| Married-couple families | $92,147 |
| Nonfamily households | $42,929 |

**AP-50 CENSUSREPORTER DATA - Median Income**

| City of Titusville<br>Total Population based on 2020 U.S. Census:<br>49,004 | Census Tract 604, Brevard County, Florida | Census Tract 607, Brevard County, Florida |
|---|---|---|
| Total | 4,323 | 2,424 |
| White alone | 3,328 | 817 |
| Black or African American alone | 617 | 1,284 |
| American Indian and Alaska Native alone | 6 | 0 |
| Asian alone | 7 | 8 |
| Native Hawaiian and Other Pac. Islander alone | 14 | 0 |
| Some other race alone | 53 | 9 |
| Two or more races | 86 | 71 |
| U.S. Census Bureau Census, 2020 | | |

**AP-50 CENSUSREPORTER DATA - Race**

## Poverty by Age

in Titusville city, FL

*S1701*

| Measure | Value |
|---|---|
| Under 18 years | 10.60% |
| 18 to 64 yeats | 10.70% |
| 65 years and over | 7.40% |

**AP-50 CENSUSREPORTER DATA - Poverty by Age**

## Occupied Units Paying Rent

in Titusville city, FL

*DP04*

| Measure | Value |
|---|---|
| Less than $500 | 1.30% |
| $500 to $999 | 24.00% |
| $1,000 to $1,499 | 42.00% |
| $1,500 to $1,999 | 21.10% |
| $2,000 to $2,499 | 9.40% |
| $2,500 to $2,999 | 1.40% |
| $3,000 or more | 0.80% |

**AP-50 CENSUSREPORTER DATA - Paying Rent**

## Total Households by Type of Households

in Titusville city, FL

*DP02*

| Measure | Value | MoE |
|---|---|---|
| Married-couple family household | 42.50% | 3.00% |
| Male householder, no spouse present, family household | 21.20% | 2.70% |
| Female householder, no spouse present, family household | 29.50% | 2.80% |

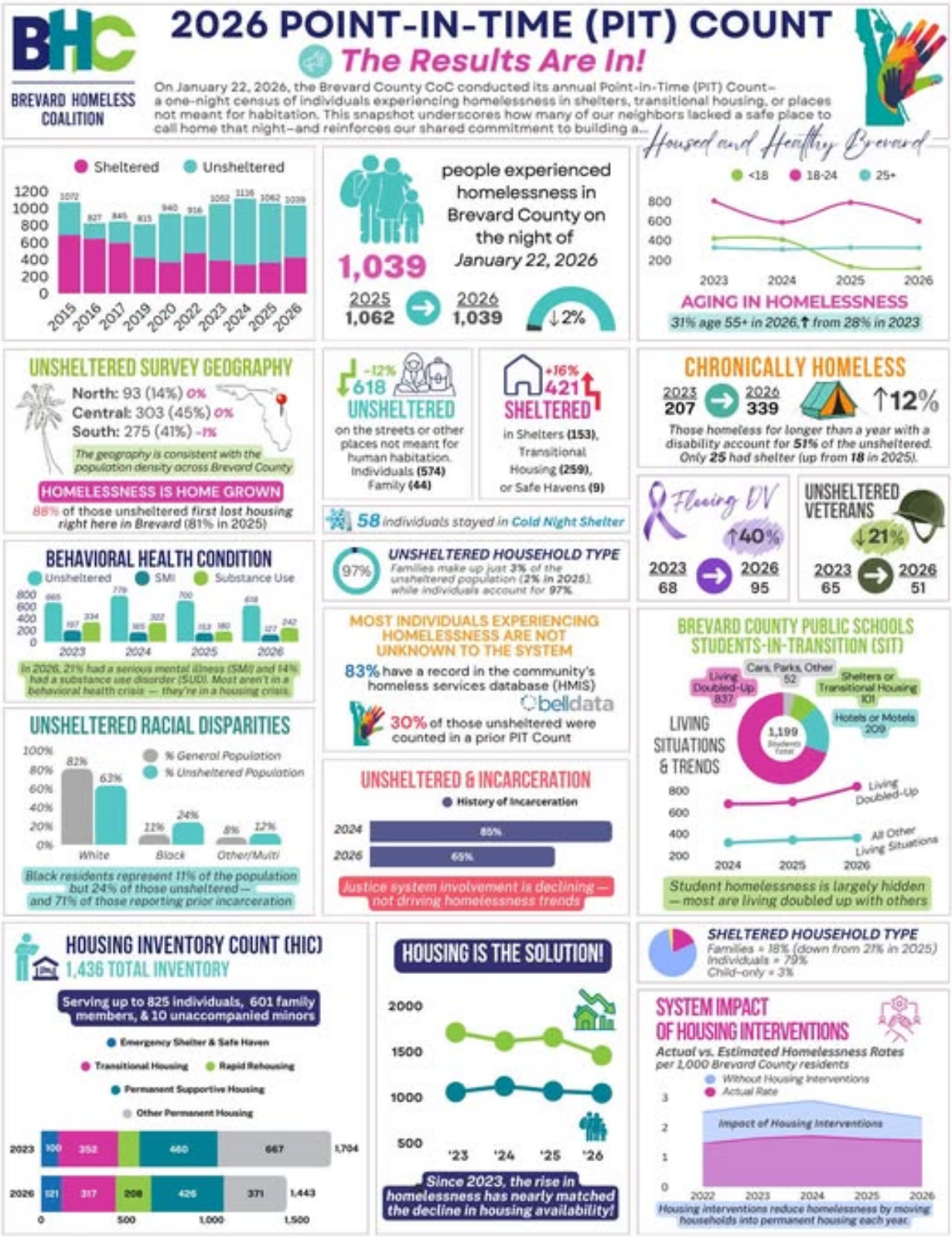
**AP-50 CENSUSREPORTER DATA - Type**




**AP-85 OTHER ACTIONS - LBP Rate**




**AP-85 OTHER ACTIONS - LBP 2025**




**AP-10 CONSULTATION NARRATIVE - PIT [2026 PIT conducted on 1/22/2026]**

## PR-05 Lead & Responsible Agencies - 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

| Agency Role | Name | Department/Agency |
|---|---|---|
| Lead Agency | TITUSVILLE | |
| CDBG Administrator | TITUSVILLE | Neighborhood Services Department |
| | | |

**Table 1 – Responsible Agencies**

**Narrative**

**Consolidated Plan Public Contact Information**

City of Titusville Neighborhood Services Department

725 S. DeLeon Avenue

Titusville, FL 32780

Ph# 321-567-3997; Fax 321-383-5614

Email: neighborhoodservices@titusville.com

## AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

### 1. Introduction

The City of Titusville's Neighborhood Services Department (NSD) coordinates the consultation process for the Action Plan. The City's Citizen Participation Plan (CPP) and the Brevard County HOME Consortium Joint Citizen Participation Plan sets forth the policies and procedures for citizen input and participation in the grant process. The CPP lays out the process for citizens and groups to provide the City with information on housing and community development needs. Additionally, the City conducts a public hearing during the development process and at one public hearing on the developed plan during the 30-day public comment period to obtain citizen's views and to respond to comments and questions. Public hearings are generally held in conjunction with the City's regular City Council meetings. The NSD also sends emails to various agencies, groups, community stakeholders, inter-agency departments, State and local health and child welfare agencies, housing authorities, and organizations as part of the consultation process on health services, social and fair housing services, public housing needs, non-housing community development needs, and transportation issues.

In addition, the City correspondence with the Continuum of Care (CoC) that serves the jurisdiction's geographic area on homelessness issues, and other issues concerning housing, health, social services, victim services, employment, and education needs of low-income, homeless, and special needs populations.

To maximize outreach to the public, the draft Action Plan was published and made available at the NSD office, City Hall, and posted to the NSD website. Additionally, email notifications were sent out to area residents and community stakeholders and shared to the NSD Facebook page feed.

The City of Titusville is an entitlement city, which receives direct CDBG funds. Through a partnership with Brevard County and the cities of Melbourne, Palm Bay and Cocoa, the City receives HOME Investment Partnership funds. Brevard County is the lead agency of the Brevard County HOME Consortium. The Brevard County HOME Consortium brings together four cities and the unincorporated areas of the County. Because the City of Titusville is part of the Consortium, the Consolidated Plan, which includes strategies for CDBG and HOME funding, must be submitted to HUD in a combined manner that will incorporate all funding strategies into one document that will represent the entire County. For this purpose, the City of Titusville submits to Brevard County, the City's local housing and community development priority needs. When allocating investments within the jurisdiction, staff analyze the needs of the community and ensure that services to be provided are those that meet the rules and regulations of the funding programs through various outreach activities such as surveys, social media campaigns, and public meetings.

**Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).**

Over the course of the Plan program period, the City of Titusville will aim to partner with several local public and private agencies to administer the CDBG program covered by the consolidated plan, to ensure that the overall needs of the community are met through various services.

The Neighborhood Services staff consult with and collects information from other departments and outside agencies that have responsibility for administering programs covered by or affected by the Action Plan. Staff attend regular meetings and coordinate on common projects. Additionally, staff met with citizen groups, local and countywide non-profit and for-profit staff organizations, low-income housing advocates, and homeless providers to capture their perspective on different obstacles they encounter daily. These groups also identified the problems they believed would affect the low-income population of Titusville as well as the entire city. Community meetings were held to capture different ideas and needs of the city and its citizens. Surveys were distributed to the members of the Coalition and input was received. Surveys were also distributed to the community and to clients of local non-profits and governmental agencies. Staff also met with governmental agencies including: The Housing Authority of the City of Titusville; North Brevard Parks & Recreations; the City's Planning and Economic Development Divisions; and Brevard County Housing and Human Services. During the Consolidated Plan development phase, three (3) community meetings were held to receive public input. Consortium public meetings were held with the community, non-profit housing, non-housing providers, and local elected officials. Lastly, one meeting specifically for local elected officials was held by the Consortium to receive input on the plan.

A snapshot of all Public Housing Authorities in the State of Florida revealed that the Housing Authority of the City of Titusville (HACT) is considered a medium Public Housing Authority; meaning that it serves between 200 and 1,000 households (Technical Notes Series, 04-01, Shimberg Center). The HACT has six (6) housing developments providing 255 units to serve households in need of public housing. The units are in six (6) different areas throughout the City. All the units are in "standard" condition, which means that they meet Section 8 housing codes standards. It can be concluded that due to the age of many of the structures, repair and rehabilitation work will be necessary to keep these units functional and up to code. Within Titusville, there are four (4) additional subsidized housing projects, not affiliated with the HACT, providing an additional 232 housing units, up to four-bedroom units for lower income persons and families in Titusville.

The Brevard County HOME Consortium members regularly attend the Continuum of Care's (CoC) regularly scheduled meetings. The CoC, led by the Brevard Homeless Coalition (BHC), brings together over 141 service providers and individuals working in public health, mental health, housing, and special needs organizations.

The City will continue to actively participate in Housing Authority Board and Resident meetings to provide information on programs and other assistance available through the City or other service providers that encourages self-sufficiency and homeownership.

Further, through other funding opportunities, the City will partner with mental health care agencies to provide counseling and other services to address the national Opioid crisis amongst other mental health issues deemed high priority.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

Annual objectives in partnership with the CoC, are to help low-income families avoid homelessness; support facilities for substance abusers, mentally ill, and dually diagnosed; support case management services; support activities to fill gaps in Brevard County's Continuum of Care and to respond to urgent community needs; and support increased permanent supportive housing and transitional beds for persons with special needs to include housing for unaccompanied homeless youth. Additionally, objectives are to support provisions of additional independent living facilities with supportive services for the developmentally disabled, mentally ill, physically disabled, and persons with AIDS (including rental assistance for persons with AIDS); rehabilitate facilities providing supportive housing; and provide services to enable the elderly to remain in their homes.

The Brevard Homeless Coalition (BHC) facilitates all issues regarding homeless people and those at risk of becoming homeless county-wide. The BHC consists of forty (40) active members and more than 122 interested people and agencies in Brevard County who belong to the BHC, including members of the HOME Consortium. Memberships include housing providers, health services, social service providers, and private/public agencies that address low-income person needs, as well as systems of care and correction programs. Quarterly meetings are held to discuss and collaborate on planning activities that will reduce homelessness and prevent those at risk from becoming homeless, and to discuss issues that pertain to the housing and non-housing needs of low-income citizens and homeless individuals and families through networking and coordination of funding opportunities. A representative from the City of Titusville attends meetings, as do other Consortium members. Members of the BHC assist in gathering data and approving reports regarding the needs of the homeless in Brevard County.

Brevard County implements several services to prevent individuals and families from becoming homeless. The activities include utility and security deposit assistance; mortgage and rent assistance; emergency welfare assistance; and self-sufficiency programs. Funding for the programs is provided from a variety of resources such as the State Housing Initiative Program (SHIP), Community Action funds, Homeless Prevention and Rapid Re-Housing Program (HPRP), local general revenue, and other grant funds. Brevard County, through the Consortium, actively seeks funds to support homeless prevention activities. Additionally, support and technical assistance are provided to non-profit agencies that provide

preventative services as well. Faith-Based groups and other non-profits are encouraged to participate in the BHC and are provided with technical assistance to develop organizational capacity and seek other funding sources.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

Although the City does not receive or manage ESG funding, as these funds are directly received from HUD by the Brevard Homeless Coalition (BHC) as the lead agency, it does participate in the Brevard County Continuum of Care (CoC) to provide input on allocation of these funds. As the Lead Agency Collaborative for Brevard CoC, the BHC applies for and receives ESG funding from the State, known collectively as the Unified Grant Contract. The ESG program is comprised of funding streams ESG, ESGCV3, and ESG-RUSH. Through a competitive Brevard CoC grant process, ESG funding is awarded to direct homeless service providers for street outreach, emergency shelter programs, and rapid re-housing. Currently the BHC subcontracts ESG funding with ten service providers, including two victim services, and all subcontractors are tied to specific deliverables. While municipalities in Brevard County are not currently allocated ESG funding through the CoC competitive process, BHC advocates that direct service providers are strategically located throughout the County as to provide services within near proximity of residents in the largest cities and areas with the greatest needs. The purpose of the Brevard County CoC is to develop and implement strategies to end homelessness in Brevard County. The CoC, operating through the CoC Advisory Council and the CoC Lead Agency (the Brevard Homeless Coalition, Inc.), coordinates the community's policies, strategies, and activities toward ending homelessness. Its work includes gathering and analyzing information, to determine the local needs of people experiencing homelessness, securing resources to address the needs of people experiencing homelessness in the CoC catchment area, identifying and bridging gaps in housing and services, educating the community on homeless issues, providing advice and input on the operations of homeless services, and measuring CoC performance. The CoC provides general membership opportunities for anyone interested in preventing and ending homelessness who lives or works in Brevard County. The CoC Advisory Board, comprised of 21 members, is the decision-making body elected by the CoC General Members to represent the general members. Groups composed of CoC General Members carry out the high-level work of the CoC. Committees are responsible for ensuring that the CoC fulfils all the requirements established by HUD. Additionally, the CoC HMIS Lead Agency has been appointed by the CoC to administer and operate the HMIS. This role is filled by the Brevard Homeless Coalition, the designated Lead Agency for the CoC as well as the Lead Agency and staff support to carry out the legislatively mandated duties established by the CoC Interim Rule. It is agreed that the greatest gap in services is for homeless individuals, who are the largest category of homeless households, and the shortage of housing for intact families. Shelters who take in adults with children are typically domestic violence shelters that only allow for women and children. This creates a situation where a family must be separated to access transitional or emergency housing. Additionally, many of the shelters that target

women with children do not allow male children over the age of 14 to reside at the shelter. Due to these policies, intact families typically live in their vehicles, at parks, campgrounds, or with families and friends in overcrowded conditions.  See continued discussion in the Narrative section below.

## 2. Agencies, groups, organizations and others who participated in the process and consultations

**Table 2 – Agencies, groups, organizations who participated**

| | | |
|---|---|---|
| 1 | **Agency/Group/Organization** | NORTH BREVARD CHARITIES SHARING CENTER |
| | **Agency/Group/Organization Type** | Housing<br>Services - Housing<br>Services-homeless<br>Neighborhood Organization |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Agency was consulted through community surveys and workshops held with public service providers. Additionally, the agency responds to Request for Proposals and presented information in their response supporting the need for its particular program services. |
| 2 | **Agency/Group/Organization** | Brevard Homeless Coalition |
| | **Agency/Group/Organization Type** | Housing<br>Services - Housing<br>Services-homeless<br>Neighborhood Organization |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Homeless Needs - Chronically homeless<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Homelessness Strategy<br>HOPWA Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | The City has partnered with BHC to serve as the lead entity for the City's homeless activities. BHC and the City have developed a "Housing First" model in an effort to address the local homelessness issue. Additionally, the agency responds to Request for Proposal funding opportunities for affordable housing. |
| 3 | **Agency/Group/Organization** | Aging Matters in Brevard |
| | **Agency/Group/Organization Type** | Services-Elderly Persons<br>Neighborhood Organization |

| | | |
|---|---|---|
| | **What section of the Plan was addressed by Consultation?** | Non-Homeless Special Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Agency was consulted through community surveys and workshops held with public service providers. Additionally, the agency responded to a Request for Proposals and presented information supporting the need for its particular program services. |
| 4 | **Agency/Group/Organization** | South Brevard Women's Center, Inc. |
| | **Agency/Group/Organization Type** | Services-Victims of Domestic Violence<br>Neighborhood Organization |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Agency was consulted through community surveys and workshops held with public service providers. Additionally, the agency responded to a Request for Proposals and presented information supporting the need for its particular program services. |
| 5 | **Agency/Group/Organization** | Housing Authority of the city of Titusville |
| | **Agency/Group/Organization Type** | Housing<br>PHA<br>Other government - Local<br>Neighborhood Organization |
| | **What section of the Plan was addressed by Consultation?** | Public Housing Needs<br>Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Agency was consulted through community surveys and workshops held with public service providers. Additionally, board members are approved by the local City Council and updates are provided to the Grantee. The Grantee reviews the PHA's annual and 5-year plans on housing and supportive services. |

| | | |
|---|---|---|
| 6 | **Agency/Group/Organization** | North Brevard Coalition of Human Services |
| | **Agency/Group/Organization Type** | Housing<br>Services - Housing<br>Services-Children<br>Services-Elderly Persons<br>Services-Persons with Disabilities<br>Services-Persons with HIV/AIDS<br>Services-Victims of Domestic Violence<br>Services-homeless<br>Services-Health<br>Services-Education<br>Services-Employment<br>Service-Fair Housing<br>Services - Broadband Internet Service Providers<br>Services - Narrowing the Digital Divide<br>Neighborhood Organization |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Homelessness Strategy<br>Non-Homeless Special Needs<br>Anti-poverty Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Agency was consulted through community surveys and workshops held with public service providers. This group is comprised of over 50 non-profit and faith-based organizations working together to solve local issues. |

| | | |
|---|---|---|
| 7 | **Agency/Group/Organization** | TITUSVILLE |
| | **Agency/Group/Organization Type** | Housing<br>Services - Housing<br>Services-Children<br>Services-Elderly Persons<br>Services-homeless<br>Services-Health<br>Services-Education<br>Service-Fair Housing<br>Services - Broadband Internet Service Providers<br>Services - Narrowing the Digital Divide<br>Other government - Local<br>Civic Leaders |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Homelessness Strategy<br>Non-Homeless Special Needs<br>Market Analysis<br>Economic Development |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Through departmental interactions and public reports to City Council, City Council has provided consultation on a variety of issues in the city. |
| 8 | **Agency/Group/Organization** | Titusville Affordable Housing Advisory Committee |
| | **Agency/Group/Organization Type** | Housing<br>Other government - Local<br>Planning organization |

| | | |
|---|---|---|
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Homelessness Strategy<br>Market Analysis<br>Economic Development<br>Local zoning and land development regs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Agency was consulted through community surveys and workshops held with public service providers. Through the development of the Grantee's Local Housing Assistance Plan and Incentive Plan, the appointed group provides the Grantee with recommendations to address local priorities and objectives for housing and supportive services. |
| 9 | **Agency/Group/Organization** | Parrish Medical Center |
| | **Agency/Group/Organization Type** | Services-homeless<br>Services-Health<br>Services-Employment<br>Services - Victims<br>Services - Narrowing the Digital Divide<br>Health Agency<br>Publicly Funded Institution/System of Care<br>Business Leaders<br>Foundation |
| | **What section of the Plan was addressed by Consultation?** | Homeless Needs - Chronically homeless<br>Homelessness Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Agency was consulted through community surveys and workshops held with public service providers. PMC participates in local planning and strategic goals. The health care and hospital provider provides annual reports to the Grantee, and the local City Council approves board members. |

| | | |
|---|---|---|
| 10 | **Agency/Group/Organization** | City of Titusville |
| | **Agency/Group/Organization Type** | Services - Broadband Internet Service Providers<br>Services - Narrowing the Digital Divide<br>Agency - Managing Flood Prone Areas<br>Agency - Management of Public Land or Water Resources<br>Agency - Emergency Management<br>Other government - Local<br>Business Leaders<br>Resiliency Planning<br>Grantee Department |
| | **What section of the Plan was addressed by Consultation?** | Non-Homeless Special Needs<br>Economic Development |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Consultation with the City's Public Works, Water Resources, Building, and Planning Departments were conducted to discuss infrastructure needs. |
| 11 | **Agency/Group/Organization** | Space Coast Area Transit (SCAT) |
| | **Agency/Group/Organization Type** | Services-Persons with Disabilities<br>Other government - Local<br>Regional organization<br>Transportation metro-wide planning |
| | **What section of the Plan was addressed by Consultation?** | Non-Homeless Special Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Agency was consulted through community surveys and workshops held with public service providers. Grantee worked with this agency for the placement of key sheltered stops in the target area. |

| | | |
|---|---|---|
| 12 | **Agency/Group/Organization** | Brevard County HOME Consortium |
| | **Agency/Group/Organization Type** | Housing<br>Services - Housing<br>Services-Children<br>Services-Elderly Persons<br>Services-Persons with Disabilities<br>Services-Persons with HIV/AIDS<br>Services-Victims of Domestic Violence<br>Services-homeless<br>Services-Health<br>Services-Education<br>Services-Employment<br>Service-Fair Housing<br>Services - Victims<br>Services - Broadband Internet Service Providers<br>Services - Narrowing the Digital Divide<br>Other government - County<br>Civic Leaders |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Homelessness Strategy<br>Non-Homeless Special Needs<br>HOPWA Strategy<br>Market Analysis<br>Economic Development<br>Anti-poverty Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Through the Brevard HOME Consortium, the Grantee consulted with the cities of Cocoa, Melbourne, Palm Bay, and Brevard County Housing & Human Services on all the required categories of the Grantee's AP and Con Plan. |

**Identify any Agency Types not consulted and provide rationale for not consulting**

Spectrum- the local service provider of broadband services was not available for input. No response was received.

### Other local/regional/state/federal planning efforts considered when preparing the Plan

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|---|---|---|
| Continuum of Care | Brevard Homeless Coalition, Inc. | Because the HOME Consortium members participate in BHC meetings and activities, the planning process and priorities are integrated throughout Brevard County programs. |

**Table 3 - Other local / regional / federal planning efforts**

**Narrative**

Because HOME Consortium members participate in BHC meetings and activities, the planning process and priorities are integrated throughout Brevard County's programs and applied Consortium-wide. Chronic homelessness is addressed as a priority in Brevard County. Annually, a street census of the homeless is conducted commonly known as the "Point in Time Count (PIT)," in which interviews are conducted with homeless persons on the streets, at day labor offices, supportive housing programs, and any other homeless service access points. Annually, the BHC uses the data gathered during these counts and implements goals and strategies to reduce and/or eliminate barriers that affect the chronically homeless. The 2026 results showed a 2% decrease in the homeless population overall, with a total of 1,039 people experiencing homelessness in Brevard County [14% north, 45% central, and 41% south Brevard] on January 22, 2026. Chronic homelessness was up 12% from 207 in 2023 to 339 in 2026. In 2026, just 21% had a serious mental illness (SMI) and 14% had a substance use disorder (SUD). Most aren't in a behavioral health crisis – they're in a housing crisis. Brevard County Public Schools reported the following Students-In- Transition (SIT) counts: 837 students living doubled-up; 52 living in cars, parks and other situations; 101 in shelters or transitional housing; and 209 students in hotels or motels. Student homelessness is often difficult to detect because most students are doubled up with others. Most individuals experiencing homelessness are known to the system, 83% have a record in the community's homeless services database (HMIS), 30% of those unsheltered were counted in a prior PIT count. There was a 21% decrease in unsheltered Veteran homelessness from the prior year with 65 in 2023 vs. 51 in 2026. The PIT indicated that there was a decrease of 12% of the homeless population who were unsheltered with an increase of 16% sheltered (153 in emergency shelters and 259 in transitional housing units, and 9 in safe havens.) The results of the 2026 PIT are available on the CoC website at Point in Time Count (PITC) - Brevard Homeless Coalition. The BHC is tasked, through the McKinney-Vento Homeless Assistance Act, to coordinate the discharge policies within the continuum's jurisdiction. Additionally, the City will continue to provide technical and financial assistance through its CDBG and HOME programs to non-profit agencies that provide transitional and/or permanent housing to low-income and/or limited clientele who are at-risk of becoming, or are currently homeless, due to circumstances beyond their control. The City currently collaborates with the Women's Center to provide transitional housing for domestic violence victims, and Community of Hope for permanent rental housing for low-income families. These partnerships provide counseling, job training, and self-sufficiency support to this population.

## AP-12 Participation - 91.401, 91.105, 91.200(c)

### 1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

When allocating investments within the jurisdiction, staff analyze the needs of the community and ensure that services provided are those that meet the rules and regulations of the funding programs. During the development of the Consolidated Plan, staff met with many groups, local and countywide nonprofits and for-profit organizations, low-income housing advocates and homeless providers, to capture their perspective on different obstacles they encounter daily. Citizens identified problems they believe impacted the low-income population of Titusville, as well as the entire City. Two community meetings were held to capture different ideas and needs of the City and its citizens. To encourage participation, surveys were distributed within targeted communities of low-income, blighted, minority, public housing residents, and to clients of local non-profits and governmental agencies. Materials were made available in other languages to non-English speaking persons upon request. In partnership with residents, business owners, and other concerned citizens, group meetings were held over the span of two years to gather input and data. The City continues to implement community ideas from this input and data in partnership with the community. Further, the City held a “Shape the Future of Titusville” interactive public workshop on 2/21/2023, to give residents an opportunity to discuss and share their ideas on future planning, the Comprehensive Plan, and development regulations. Participants had the opportunity to provide input on desired outcomes of various development types that promote “placemaking” and shape the identity of the city. A diverse group of people attended the workshop, including long-time residents, newcomers, homeowners, and business owners. As seen in previous workshops, there was consensus regarding the recurring theme of improving the city's appearance and maintenance of infrastructure and addressing housing needs. The City utilizes social media, websites, newsletters, and email platforms to engage the public’s input on program plans and reports. Public notices are distributed via these platforms in addition to published ads in a widely available newspaper. The City's webpage is located at https://titusville.com/353/Neighborhood-Services and on Facebook as Neighborhood Services-City of Titusville, Florida. The use of the Facebook forum allows public posts to be translated into other languages to ensure information is shared to non-English speaking persons. For the development of the City's 26/27 CDBG annual action plan, the draft plan was made available for public comment at the Neighborhood Services office, City Hall, and online on its website between June 9, 2026, and July 9, 2026. Additionally, notice of the draft plan was posted on social media platforms, advertised in a widely distributed newspaper, and made available through news bulletins to make the public aware of the proposed Action Plan and the 30-day public comment period. The City held its first public hearing on 12/2/2025 at a Special City Council meeting dedicated solely to the CDBG program. Additionally, at a public City Council meeting on 2/10/2026, City Council considered funding recommendations on the use of CDBG funds and was open to public comment. The City held its final public hearing on the draft Action Plan on 6/9/2026 before City Council, a thirty-day public comment period followed through 7/9/2026. The outcome of these various meetings and platforms, and input from citizens, drove the design of the goals and objectives.

## Citizen Participation Outreach

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 1 | Public Hearing | Non-targeted/broad community | 1st public hearing was held on December 2, 2025, at regular City Council meeting. There were several citizens in attendance at the meeting that spoke and commented on the City's CDBG program or its activities. Additional comments/input provided by City Council. | Funding for homeless sheltering Increased funding for homebuyers Funding for sidewalks and lighting improvements Asset mapping tools Match funding Dedicate more funding for housing versus infrastructure | All comments were accepted and considered in the finalization of the Action Plan. | |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 2 | Public Meeting | Non-targeted/broad community | City Council public meeting on February 10, 2026, on funding recommendations. Several interested citizens were in attendance | Supports recommendations and continued partnerships with City staff to implement desired activities. | All comments were accepted and considered in the finalization of the Action Plan. | |
| 3 | Newspaper Ad | Non-targeted/broad community | Ad published on May 21, 2026. | PENDING | PENDING | |
| 4 | Public Hearing | Non-targeted/broad community | Final public hearing on Action Plan held June 9, 2026.Several interested citizens were in attendance. | PENDING | PENDING | |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 5 | Email Distribution | Minorities<br><br>Residents of Public and Assisted Housing<br><br>Targeted residents and stakeholders | Community-based correspondence was distributed via Email on May 21, 2026. The distribution reached ____ residents | None | None | |
| 6 | Social Media | Non-targeted/broad community | Public Notice of Draft Plan posted on the Neighborhood Services Facebook social media page on May 21, 2026 | PENDING | PENDING | |
| 7 | Internet Outreach | Non-targeted/broad community | Draft annual plan posted to webpage during public comment period June 9, 2026, to July 9, 2026 | PENDING | PENDING | https://www.titusville.com/353/Neighborhood-Services |

**Table 4 – Citizen Participation Outreach**

# Expected Resources

## AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

### Introduction

CDBG funds have decreased every year since 1975. The City's allocation in 1975 was $959,000. With the continued reduction of CDBG entitlement allocations, difficulty in reaching the low/mod households in need of assistance will continue and decrease the number of housing and public service programs the City can provide.

Utilizing $251,081in CDBG entitlement grant funds for the 2026-2027 program year. In addition to the CDBG grant, the City anticipates receiving HOME grant funds through the Brevard County HOME Consortium of approximately $115,286.

The City makes every effort to leverage local and state resources to address the priority needs identified in this Plan, and to seek additional federal or state grant funding where available.

### Anticipated Resources

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of ConPlan $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation: $251,081 | Program Income: $ | Prior Year Resources: $ | Total: $251,081 | | |

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of ConPlan $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation: $251,081 | Program Income: $ | Prior Year Resources: $ | Total: $251,081 | | |
| CDBG | public - federal | Acquisition<br>Admin and Planning<br>Economic Development<br>Housing<br>Public Improvements<br>Public Services | 251,081.00 | 0.00 | 0.00 | 251,081.00 | 0.00 | The City expects to receive $251,081 for PY 26/27 from HUD, for year five of the Consolidated Plan period. Additionally, the City will utilize carryover funds from prior years to finalize prior year activities. Further, the City anticipates transferring unobligated program income from its NSP3 program for CDBG eligible activities as approved by HUD. |

**Table 5 - Expected Resources – Priority Table**

### Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Federal, State, and local public and private sector resources that are reasonably expected will be used as follows:

- HOME and/or SHIP funds will leverage Housing Tax Credit investments by private and non-profit housing developers.
- CDBG funds will leverage private investments by homebuilders and mortgage lenders in neighborhoods where there are some vacant properties for infill housing development.
- CDBG public service funds provided to private non-profit organizations to support social service programming for low-income residents will leverage private donated funds that also support these programs.
- SHIP funds will be used to provide the required 25% match for federal HOME program dollars.
- HOME and/or SHIP funds will leverage private mortgages for first-time homebuyers.

A variety of local churches and other organizations provide food, clothing, housing repairs, and assistance to the homeless. The number of agencies and their ability to meet identified needs is significantly impacted by the lack of funding. To address this shortfall, the City annually provides funding opportunities to non-profit agencies who provide these and various other public services to the community through the CDBG program. Subrecipient's use these funds to match other federal and state programs thereby increasing the amount of funds into the community and increasing the number of citizens served.

### If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City maintains a list of surplus properties. From this list, the Neighborhood Services Department identifies those properties that are suitable for affordable housing and other qualifying public uses. Where applicable, the City issues Request for Proposals seeking developers to acquire, redevelop, and dispose of these properties, which meet a high priority need outlined in the Consolidated Plan. With the enactment of the Live Local Act (LLA), the City has published this list on its website as required by Florida Statute. The Neighborhood Services Department maintains this list and has an open invitation from affordable housing developers seeking to utilize these properties for affordable housing.

The City has developed an Affordable Housing Property Distribution Program and Community Land Trust to increase the availability of affordable housing on City-owned lands.

### Discussion

The City will continue to utilize its HOME and SHIP funds to bridge the gap in services where applicable.

# Annual Goals and Objectives

## AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

### Goals Summary Information

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|---|
| **1** | Public Services | 2022 | 2026 | Homeless<br>Non-Homeless Special Needs<br>Non-Housing Community Development | SOUTH STREET TARGET AREA | INCREASE ACCESS TO HOMELESS PREVENTION SERVICES | CDBG: $37,000.00 | Public service activities other than Low/Moderate Income Housing Benefit: 150 Persons Assisted |
| **2** | Public Facilities and Infrastructure | 2022 | 2026 | Non-Housing Community Development | SOUTH STREET TARGET AREA | IMPROVE ACCESS TO PUBLIC FACILITIES/INFRASTRUCTURE | CDBG: $82,000.00 | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 250 Persons Assisted |
| **3** | Preserve or Create Affordable Housing | 2023 | 2026 | Affordable Housing | SOUTH STREET TARGET AREA | Decent housing | CDBG: $81,865.00 | Public service activities for Low/Moderate Income Housing Benefit: 2 Households Assisted |
| **4** | Planning and Administration | 2022 | 2026 | Planning and Administration | | PROGRAM ADMINISTRATION | CDBG: $50,216.00 | Other: 1 Other |

**Table 6 – Goals Summary**

**Goal Descriptions**

| | | |
|---|---|---|
| 1 | **Goal Name** | Public Services |
| | **Goal Description** | |
| 2 | **Goal Name** | Public Facilities and Infrastructure |
| | **Goal Description** | |
| 3 | **Goal Name** | Preserve or Create Affordable Housing |
| | **Goal Description** | |
| 4 | **Goal Name** | Planning and Administration |
| | **Goal Description** | |

## AP-35 Projects - 91.420, 91.220(d)

### Introduction

The City of Titusville as an entitlement City, receives direct CDBG funds, and in partnership with Brevard County HOME Consortium, receives HOME funds. The US Department of Housing and Urban Development outlines the requirements that each local jurisdiction that receives federal funding must comply with to continue to receive governmental allocations. The jurisdiction must submit an Annual Action Plan that provides a description of activities the jurisdiction will undertake during the next year to address priority needs outlined in the Consolidated Plan. In partnership with for-profit and non-profit organizations, local citizen groups, private sector business and governmental agencies, the City will carry out the following activities during the next program year in an effort to meet the needs of identified populations and the underserved.

The City expects to utilize $37,000 in PY 2026-2027 CDBG funds to collaborate with four (4) non-profit agencies to provide various public services as follows:

- Aging Matters in Brevard - Meals on Wheels program providing homebound senior with nutritional meals.
- Women's Center - Domestic Violence Safe House program providing shelter and supportive services to women and women with children who have experienced domestic violence.
- Brevard Alzheimer's Foundation, Inc. - Non-Emergency Medical Transport program providing a free safe ride program for seniors to non-emergency medical treatment and other facilities, and
- Matthew's Hope - Mobile Homeless Outreach program to provide homeless individuals in Titusville food and water, hygiene items, clothing, and provides structured guidance in moving forward from homelessness.

Additionally, the City expects to utilize $163,865 of PY 2026-2027 CDBG funds [the balance of funding after public services and administration set asides] to continue implementation of the Neighborhood Revitalization Program providing infrastructure, facility improvements, beautification improvements, and housing improvements in the target area. In addition, the City expects to utilize $50,216 of PY 2026-2027 CDBG funds towards program administration and Fair Housing activities, not to exceed the maximum 20 % set aside limitation.

The City also anticipates receiving and utilizing SHIP and HOME funds of approximately $475,000 for other activities deemed to be a high priority need as follows:

- Housing Rehabilitation Programs - the City will continue to fund these programs utilizing SHIP and HOME program funds, and CDBG where gap funding is needed.
- First-Time Homebuyer Program - the City will continue to fund this program utilizing HOME and SHIP funds.
- Rental Rehab Program - the City will utilize SHIP funds to provide construction loans for the

rehabilitation and energy improvements to affordable rental units, and CDBG where gap funding is needed.

| # | Project Name |
|---|---|
| 1 | Public Services FY 26/27 |
| 2 | Revitalization Program FY 26/27 |
| 3 | Program Administration FY 26/27 |

**Table 7 – Project Information**

**Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

When allocating investments within the jurisdiction, staff analyze the needs of the community and ensure that services to be provided are those that meet the rules and regulations of the funding programs. Citizen input, broad goals established by the City Council, and demonstrated need for activities such as poverty reduction, homelessness, and neighborhood revitalization all steer the Action Plan in addressing needs.

The results of citizen input strongly supported homeownership and housing repair programs. Therefore, setting a priority on encouraging new homeownership and preserving existing housing stock was deemed a high priority.

The City promotes neighborhood redevelopment through its infrastructure and housing infill programs. As funds are available, the City supports affordable workforce housing through development of new rental properties.

Throughout the course of the development of the City's FY 2022-2026 Consolidated Plan and subsequent annual Action Plans, public participation was strongly encouraged. Community meetings were held to capture different ideas and needs of the City and its citizens. Analysis of U.S. Census, ACS Census data, Shimberg Center housing data, and various agency and community surveys were used to compile statistical information that was used to determine priority needs and strategies.

The Neighborhood Services staff met with many citizen groups, local and countywide non-profits and for-profit staff organizations, low-income housing advocates and homeless providers, to capture their perspective on different obstacles they encounter daily. These groups also identified the problems they believe will affect the low-income population of Titusville as well as the entire City. Community meetings were held to capture different ideas and needs of the City and its citizens. Additionally, as part of the Brevard County HOME Consortium, a Public Service Agency Questionnaire was used to gather input. The purpose of this questionnaire was to involve housing, social services agencies, and other entities that provide services.

Surveys tailored to community needs within the target area were also distributed and 55 surveys were received. Citizens had the opportunity to write in comments as well as select the most important issues in their neighborhood. One citizen wrote- "Vacant houses are not being addressed." Another wrote- "Better code enforcement," while other citizens wrote that the most important issues are - "Homeless need help" and "Job training and opportunities, tutoring programs and housing."

The primary obstacle to meeting underserved needs is limited funding at the local, state, and federal levels, particularly for public and homeless services. Public service activities are capped at 15% of the total CDBG allocation. The biggest barrier impacting affordable housing, in addition to the lack of resources, is rising housing costs caused by continuous growth and limited number of qualified nonprofit

affordable housing developers.  Funds are leveraged as much as possible but can only be stretched so far.

For program years 2022-2026, the City developed a community-led revitalization plan meant to address years of decline in the South Street Target Area, the city's most distressed and concentrated area of low-income and minority populations.  The implementation of year five of this Plan will be the highlight of this annual Action Plan.

Additional data reviewed and considered [source-data.census.gov]: https://data.census.gov/profile/Titusville_city,_Florida?g=160XX00US1271900

## AP-38 Project Summary

| | | |
|---|---|---|
| **Project Summary Information1** | **Project Name** | Public Services FY 26/27 |
| | **Target Area** | |
| | **Goals Supported** | Public Services |
| | **Needs Addressed** | INCREASE ACCESS TO PUBLIC SERVICES |
| | **Funding** | : |
| | **Description** | With a maximum of 15% of its CDBG allocation the Grantee will provide a variety of Public Services city-wide, and concentrated areas, to meet the needs of low-income households through contracted subrecipients. National objective(s) LMC/LMA; Eligibility Citation 570.201(e); Objective: Suitable Living Environment and Economic Opportunities; Outcome: Availability/Accessibility. Eligibility, Objective, and Outcome are the same for all activities funded under the Public Services FY 26/27 project. |
| | **Target Date** | 9/30/2027 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | 150 low-income people, including domestic violence victims, homeless, and those with special needs. |
| | **Location Description** | Activities funded under Public Services project are located city-wide. |

| | | |
|---|---|---|
| | **Planned Activities** | Activities planned under the Public Services project include:<br>• Aging Matters in Brevard- funding in the amount of $15,000 will be utilized for the cost of meals delivered to homebound seniors for the Meals on Wheels Program<br>• Women's Center - funding in the amount of $11,000 will be utilized for operating expenses, salaries, and maintenance of the safe house for Domestic Violence Safe House Program<br>• Brevard Alzheimer's Foundation- funding in the amount of $6,000 will be utilized for a portion of the fuel expenses and driver salaries for the Safe Ride Program providing transportation for the elderly<br>• Matthew's Hope 5,000 will be utilized for the Mobile Homeless Outreach Program which will provide food, water, hygiene items, clothing, and access to structured guidance to help move forward out of homelessness.<br>Activities identified above may receive additional funding available from unanticipated program income or recaptured funds. |
| **2** | **Project Name** | Revitalization Program FY 26/27 |
| | **Target Area** | |
| | **Goals Supported** | Public Facilities and Infrastructure |
| | **Needs Addressed** | INCREASE OR IMPROVE ACCESS TO AFFORDABLE HOUSING<br>IMPROVE ACCESS TO PUBLIC FACILITIES/INFRASTRUCTURE<br>NEIGHBORHOOD REVITALIZATION<br>PROGRAM ADMINISTRATION |
| | **Funding** | : |

| | | |
|---|---|---|
| | **Description** | The Neighborhood Revitalization Program will provide a framework in which the City can undertake a comprehensive approach to neighborhood improvement and revitalization, and provides a unique opportunity to promote long-term strength and stability of an older, centrally located low-income community of Titusville that is in decline and which has the greatest socio-economic need. It seeks to involve stakeholders in establishing priorities and goals to improve the overall quality of life for the residents of the defined target area. Benefits of the Neighborhood Revitalization Program will provide activities that will provide an LMA benefit to the target area on several levels such as beautification efforts, infrastructure, and housing activities. Focused improvements consisting of infrastructure improvements such as lighting, streets and sidewalks, public facilities, and spot blight removal are anticipated to address neighborhood stability, revitalization, and quality of life as outlined in the Neighborhood Revitalization Program. Some activities may be phased over multiple years and will be considered continuation projects. National Objective: LMA, LMC, SBA, SBR; Eligibility Citation(s): 570.201(c), 570.201(f), 570.202, and 570.205(a) Objective: Suitable Living Environment and Economic Opportunities. Outcome: Sustainability. National Objective, Objective, and Outcome are the same for all activities funded and planned. |
| | **Target Date** | 9/30/2027 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 250 low-moderate income people will benefit from activities proposed under the Neighborhood Revitalization Program. |
| | **Location Description** | Activities are broadly located within the boundaries of the South Street Target Area. |

| | | |
|---|---|---|
| | **Planned Activities** | In addition to 26/27 funding, additional funds from uncommitted prior year funding or unanticipated program income may be used. Planned activities include:<br>• Neighborhood Revitalization Program- program delivery costs which may include consulting services, design services, and grantee hours; neighborhood cleanup campaign's; street improvements; sidewalk infill; beautification efforts such as tree plantings, or housing rehabilitation programs.<br>Additional activities may take place that are not summarized. These activities will consist of those eligible activities under the CDBG program. |
| **3** | **Project Name** | Program Administration FY 26/27 |
| | **Target Area** | |
| | **Goals Supported** | Public Services<br>Public Facilities and Infrastructure<br>Planning and Administration |
| | **Needs Addressed** | INCREASE OR IMPROVE ACCESS TO AFFORDABLE HOUSING<br>INCREASE ACCESS TO PUBLIC SERVICES<br>IMPROVE ACCESS TO PUBLIC FACILITIES/INFRASTRUCTURE<br>INCREASE ACCESS TO HOMELESS PREVENTION SERVICES<br>NEIGHBORHOOD REVITALIZATION<br>PROGRAM ADMINISTRATION |
| | **Funding** | : |
| | **Description** | General planning and administration costs for the CDBG program. Utilizing up to 20% of the Grantee's CDBG regular allocation, and up to 20% of program income, for general administration and planning costs, including Fair Housing activities. Eligibility Citations: 570.206(a) (b) (c) (e) (f) (g) and (h). |
| | **Target Date** | 9/30/2027 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | N/A |

| | | |
|---|---|---|
| | **Location Description** | The primary location of the Grantee's CDBG program will be operated from the Neighborhood Services Department located at 725 S. DeLeon Ave, Titusville, FL 32780 |
| | **Planned Activities** | General administration and planning costs for federal CDBG program. |

## AP-50 Geographic Distribution - 91.420, 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Within the City, there is one low-income designated target area known as the South Street Target Area. This Target Area contains 71% or more households having incomes of 80% or below the area median income. This Target Area also contains the largest number of racial/minority concentrations. The South Street Target Area, lying in Census Tract 607, is the only designated Qualified Census Tract in the jurisdiction of Titusville. Due to income eligibility criteria for the CDBG program, a significant portion of these funds are likely to be spent within the target area, more commonly known at the South Street Target Area and has the highest concentration of minority and low-income residents. However, some funds will be expended city-wide, as low-income residents reside in all areas of the city, and many funded programs are offered on a city-wide basis. See attached map(s) in the AP-05 Executive Summary section.

The Housing Rehabilitation Program, the City's primary homeowner-occupied program, is offered city-wide but tends to receive the most applications from the South Street Target Area where housing stock is the oldest and low- to moderate-income and minority populations have greater concentrations. The First-Time Homebuyer Program is available city-wide, as a result, units assisted will be scattered throughout the city. Neighborhoods which receive redevelopment support through infrastructure or infill housing by Community Development Organizations (CHDO) are generally located in older established areas of the city. Locations of new rental housing developments are dependent upon available land, though efforts are continually made to place new rental housing development close to transportation and employment centers whenever possible, and in areas where there is limited affordable workforce housing. With the enactment of the Live Local Act, the City will be seeing more affordable housing in areas previously unfeasible to develop due to zoning restrictions.

Although Census Tract 607 is the focus for the majority of CDBG funded programs, funds are not restricted only to this area but are available throughout the city for activities that qualify for assistance under HUD guidelines. However, for the current 5-Year Consolidated Plan period, the target area will remain the primary focus of the City's CDBG program.

Data was captured from censusreporter.org at https://censusreporter.org/profiles/14000US12009060700-census-tract-607-brevard-fl/ for the South Street target area and utilized in the development of the annual plan and continued implementation of the Plan (see attached pic in the AP-05 Executive Summary section).

## Geographic Distribution

| Target Area | Percentage of Funds |
|---|---|
| SOUTH STREET TARGET AREA | 70 |

**Table 8 - Geographic Distribution**

## Rationale for the priorities for allocating investments geographically

Most CDBG activities are allocated to specific geographic areas based on the low- to moderate-income criteria established by HUD for "area benefit." To qualify for funding, "area benefit" activities must be located in primarily residential neighborhoods with 51% or more low- and moderate-income persons. According to the US Census data, approximately 71% of the residents in the South Street Target Area are of low/mod income. Considering this data, most homeowners cannot afford to repair their homes. If an active approach to assist homeowners in the rehabilitation of their homes is not taken, the area will continue to deteriorate and homes that can remain viable will become substandard, increasing the possibility of homelessness. Furthermore, people in low/mod-income levels (homeowners and renters) will continue to live in unsafe and unsanitary conditions due to their inability to afford to live elsewhere.

The City will continue its implementation of the Neighborhood Revitalization Program, in partnership with the community, in utilizing CDBG funds in an effort to revitalize and/or stabilize the declining elements of the area.

## Discussion

Preserving and creating affordable housing in distressed neighborhoods will bring initiative, enterprise, and revitalization to Titusville, but it cannot be forgotten that expanding economic opportunities for low- and moderate-income individuals and families play an integral part in the success of a city.

Many homes in Titusville were built prior to 1970 and are falling into disrepair. The housing rehabilitation program continues to provide low-income households with assistance in making the necessary repairs to sustain homeownership. However, the continued decrease in federal and state funds makes it difficult to provide the necessary funding to serve those in need in a timely manner. There are currently over 15 households on the housing rehabilitation program waiting list to be served. This number is expected to increase due to the rise in homeowner insurance premiums, lack of insurance, or under-insured properties, compounded by the rise in cost of materials due to inflation.

Additionally, the City will utilize its HOME CHDO funds awarded by Brevard County to finance the construction or rehabilitation of affordable rental housing units dedicated to low-income households.

## AP-75 Barriers to affordable housing -91.420, 91.220(j)

### Introduction

Titusville maintains its commitment to preserve and maintain the existing stock of affordable housing. In addition, the City is committed to increasing the stock of affordable housing. The largest barrier to affordable housing is the lack of sufficient resources to support the development of additional units. Additionally, rising construction costs and increasing population pressure that drives up market prices, means that the ability to finance developments that serve low-income families is becoming more difficult.

Growth management, zoning requirements, subdivision regulations and standards, and concurrency requirements are all factors that contribute to the limited supply of affordable housing. One of the biggest challenges is public opposition or better known as NIMBYism (Not In My Back Yard) with regard to affordable rental housing developments. The lack of public knowledge regarding "affordable housing" compounds the NIMBYism ideas.

Florida growth management laws require that local governments develop regulations to manage growth. One of the requirements to come out of these laws is concurrency management. Concurrency requires that capacity for transportation, water, sewer, recreation, and drainage is available for new construction at the time of occupancy. Ensuring adequate services are available has created the need for funding, including the imposition of impact fees, which can increase the cost of affordable housing.

### Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

A review of the land use controls, building codes, zoning ordinances, policies, etc. does not reveal any obvious issues that significantly discourage the development of affordable housing. The current boom in the market-rate residential construction in Titusville, however, limits opportunities for affordable housing development since affordable housing provides lower return on investment. The cost of land, particularly for infill housing, has increased significantly. City impact fees are similar to those neighboring jurisdictions, given the extent of services that Titusville offers. To combat barriers, the City intends to use funds for furthering fair housing outreach and public information. The City will continue affordable housing programs for low-income residents to meet identified needs. These programs will increase the availability of affordable housing units and focus on preserving existing housing stock by assisting homeowners who otherwise have difficulty in maintaining their homes. The City has developed an Affordable Housing Surplus Property Program for City-owned properties for infill affordable housing, under a Community Land Trust (CLT) concept. Under the Community Land Trust (CLT) concept, the City recently donated four lots to a Community Housing Development Organization (CHDO) and Community

Land Trust entity, this agency is currently completing six additional affordable housing units within Titusville. Additionally, the City will continue its Neighborhood Revitalization program in an effort to revitalize and/or stabilize neighborhoods and encourage reinvestments. Lastly, with the enactment of the Live Local Act (LLA), the City has implemented local policies, plans, ordinances, etc. to fulfill the requirements of the LLA, to further its investment in affordable housing. The Neighborhood Services Department will oversee the City's LLA monitoring efforts of its LLA projects. Courtesy reviews are provided to developers before entering the permitting process. This process allows for more efficient review and permitting for projects. See further discussion below.

Effective January 1, 2027, Florida House Bill 399 creates Section 553.385 of the Florida Statutes that provides significant change in state policy on local zoning for factory-built homes. Local governments will be required to allow modular and manufactured homes, by right, in any zoning district where single-family detached homes are permitted. This action will create additional avenues for affordable housing units locally.

**Discussion**

The City will continue to utilize and staff its Affordable Housing Advisory Committee (AHAC) tasked with developing a Housing Incentive Plan annually. This Committee will continue to review the Code of Ordinances and Land Development Regulations as it relates to housing and developing a Housing Incentive Plan with recommendations to City Council that would encourage new regulations; changes to existing regulations; or the deletion of regulations to encourage affordable housing units and to identify and remove barriers. The City has implemented two affordable housing strategies, which encourage the preservation and production of affordable housing units; they are as follows:

- EXPEDITED PERMITTING- permits as defined in FL. Statute 163.3177(6)(f)(3)(2022) for affordable housing projects, are expedited to a greater degree than other projects, and
- ONGOING REVIEW PROCESS- an ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption is provided. A Planning and Zoning Commission member or staff member is assigned as liaison to the AHAC to oversee all policy, procedures, and regulations that impact the affordable housing issues and to identify impacts to affordable housing as part of the review checklist. Additionally, the City is rewriting its zoning regulations to afford more opportunities to preserve and create affordable housing units. In April 2017, new zoning regulations were implemented to allow the creation of Accessory Dwelling Units in several zoning districts. Further, the City will continue to work to amend and/or create policies to implement the Live Local Act (SB 102). The implementation of LLA specific Ordinances and Resolutions will provide flexibility for affordable housing development within the city.

In order to reduce any potential barriers to affordable housing, the City has identified areas where municipal actions could assist in limiting barriers: Develop partnerships and continue to support developments that provide affordable housing by providing incentives or grants; further development of

City policies that promote affordable housing; support foreclosure prevention counseling and homebuyer education; provide down payment assistance; coordinate housing initiatives with local transportation plans and authorities in order to provide public transportation near affordable housing developments.

In closing, interestingly, the principal cause for delay in any project is the review and approval process required by agencies outside the purview of the City.  Such agencies include the St. John's River Water Management District, the Florida Department of Transportation, the Florida Game and Fresh Water Commission, the Florida Department of Environmental Protection, the U.S. Fish and Wildlife Service, and the U.S. Army Corps of Engineers.

## AP-85 Other Actions - 91.420, 91.220(k)

### Introduction

This section will describe the City's plans for the next year to address obstacles to meeting underserved needs, foster and maintain affordable housing, evaluate, and reduce lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure, and enhance coordination between public and private housing and social service agencies.

The overall goal of the City of Titusville is to develop a viable community through the provision of decent, affordable, and available housing; create suitable living environments; expand economic opportunities for low-income persons; and prevent and eliminate slums and blight in low-income neighborhoods. This goal will be met by addressing the needs in the areas of housing, homelessness, special needs, and non-housing community development. The City anticipates collaborating with non-profit agencies to provide various public services throughout the city.

Community needs range from providing human services such as self-sufficiency programs for homebound seniors, transportation services, adult/parent education courses, youth programs, and family planning. The City's partners for these types of services during the program year are Aging Matters for a Meals on Wheels program, Brevard Alzheimer's for a Safe Ride Program for seniors, the Women's Center for domestic violence supportive housing and services, and Mathew's Hope for homeless outreach services.

In addition, a priority focus will be on the target area to improve infrastructure such as lighting, streets, sidewalks, public facilities, and conduct spot blight removal to create economic opportunities for the area through reinvestments.

To meet the additional needs of the community, a variety of local churches and other organizations provide food, clothing, emergency housing, and assistance to the homeless. The number of agencies and their ability to meet identified needs is significantly impacted by funding sources.

### Actions planned to address obstacles to meeting underserved needs

To address identified underserved needs, the City intends to use CDBG funds, coupled with other funding sources, for the continuation of affordable housing and public service programs and activities, for very low- and low-income residents, with a focus on the South Street target area residents.

These programs and activities will strive to increase the availability of decent affordable housing units and will focus on preserving the existing housing stock by assisting residents who otherwise would have difficulty in maintaining their homes through a variety of rehabilitation and repair programs. Historically, the City utilized CDBG and HOME funds for these programs and will continue to do so where feasible. However, with the increase in SHIP funding the City will decrease the amount of HOME funds

allocated for housing assistance programs and utilize more SHIP funding. The housing rehab program will provide a larger stock of quality housing on the lower end of the price range, thus fostering and maintaining “affordable housing” available to low- and very low-income residents of Titusville.

The City benefits from many organizations and agencies that provide supportive services. However, transportation is one of the obstacles in accessing these services. Due to the inadequate transportation services in the county, many residents cannot drive to and from locations of services due to age and illness. Brevard County’s public transportation provider, Space Coast Area Transit (SCAT), only has four routes in Titusville and some stops have an hour’s wait time; only one route travels outside the city limits. To address this identified obstacle, the City will partner with agencies that provide private transportation services to the elderly to receive critical services.

Another obstacle to meeting the needs of the underserved is the cost of housing. The price of many rental units has increased twofold as landlords attempt to recover their losses due to the COVID-19 pandemic and the need for demand. This increase in rent has put a severe cost burden on the special needs’ population and low-income households. To address this identified obstacle, the City will continue to create partnerships with affordable housing developers through the use of City-owned properties and infill lots.

### Actions planned to foster and maintain affordable housing

The objectives are to preserve and create affordable housing units throughout the city with a focus on special districts and low-income target areas. Provide homeownership opportunities and services to educate homebuyers and homeowners through education and counseling to retain their home. The City will continue to collaborate with various social service agencies, low-income advocates, Housing Authority, housing providers, non-profit and for-profit organizations, and developers throughout the year to provide affordable housing opportunities for very low- and low-income residents. Through these partnerships, the City intends to increase the supply of affordable housing units, sustain existing affordable housing units, and increase the availability of affordable housing for seniors, veterans, and the homeless.

Additionally, partnerships will continue to develop with local lending institutions, realtors, local community colleges, affordable housing developers, and community stakeholders and leaders to increase affordable housing efforts.

The City’s SHIP Local Housing Assistance Plans (LHAP) for Fiscal Years 2025-2028 contain five (5) housing strategies which assist eligible property owners: Rehabilitation Program, Weatherization Program, Rental Rehab Program, First-Time Homebuyer program, and New Construction. All of which increases the availability and sustainability of affordable housing.

Furthermore, through a partnership with a Community Housing Development Organization (CHDO), donated NSP Land Banked property, located at 550 S. Brown Avenue, is being redeveloped to provide

affordable rental housing, now known as Hope Hammock, dedicated to households deemed homeless or transitioning out of homelessness; thereby, effectively providing reuse of lands for affordable housing units. When complete, the development will consist of a total of ten (10) units. The first phase, four (4) units, was completed in December 2023 and is currently at 100 % occupancy. Phase II is under construction and is anticipated to be complete and occupied by the Summer of 2026 with an additional six (6) units.

Lastly, the City will continue to market and make available City-owned lands for the purpose of affordable housing through local partnerships with CHDO organizations or Community Land Trusts. The City recently donated four lots to a CHDO, Community of Hope, to build affordable housing with the Community Land Trust concept. Currently, the City has approximately nine City-owned lots deemed suitable for affordable housing. This list is advertised and made available to the public on the City's website at https://www.titusville.com/2727/AFFORDABLE-HOUSING-SURPLUS-PROPERTY-DISP

### Actions planned to reduce lead-based paint hazards

It is difficult to estimate the number of housing units that contain lead-based paint as defined in section 1004 of the Residential Lead-Based Paint Hazard Reduction Act of 1992. However, there were studies conducted in 2023 by the Florida Department of Health, Bureau of Community Health Assessment, that indicate Brevard County, when compared to other counties in the State, is not at high risk of lead hazard. This was determined by looking at lead poisoning data for Brevard County compared to other counties in Florida. According to this data, Brevard County is in the third quartile, meaning the area has less lead poisoning in about half of the counties, and more in about one quarter of the counties. Lead Poisoning | FLHealthCHARTS.gov - Florida Department of Health

In 2024, the last available data, the rate per 100,000 of lead poisoning in Brevard County was 10.6 compared to Florida at 13.3 (see attachments).

Current lead poisoning research state the children under the age of six are considered to be at high-risk because they tend to put their hands or other objects into their mouths, they absorb a greater percentage of lead, and their developing bodies are more vulnerable to lead's effects.

The Florida Department of Health Bureau of Community Health Assessment noted that their findings are consistent with that research. Over the past five years, most reported new cases have BLLs ranging from 10 to 14 ug/dl. In 2024, the last year reported, there were 69 reported new cases with BLLs (see attachments in the AP-05 Executive Summary section).

New requirements, concepts and terminology established by the Residential Lead-Based Paint Hazard Reduction Act of 1992, became effective September 15, 2000. The changes enacted by the new regulation affect the following activities when those activities are funded by CDBG: Emergency or moderate rehabilitation; Acquisition, support services, leasing, and operations; Tenant-based rental assistance (TBRA); First-time Homebuyer Program. In addition, the new federal Renovation, Repair and

Painting Rule (RRP) went into effect on April 22, 2010. The rule is administered by the Environmental Protection Agency (EPA). EPA requires training and certification in lead safe work practices for professionals who perform renovation or repairs in homes, childcare facilities, and schools built before 1978. RRP also requires contractors to follow lead safe work practices during certain renovation and repair activities. These requirements help protect children from lead dust which can cause lead poisoning. All individuals doing renovation, repair, and painting that will disturb paint in covered structures, beyond minor repairs are required to be certified.

The City, through the Neighborhood Services Department, provides information on lead-based paint dangers in its housing programs, and will provide lead hazard reduction, identification, evaluation, testing, stabilization, and abatement where applicable. The City will continue to work with trained and certified contractors to perform lead-based paint reduction activities and provide technical guidance on lead-based paint requirements to non-profits accessing CDBG dollars for housing-related services.

### Actions planned to reduce the number of poverty-level families

The City of Titusville acknowledges reducing poverty is multi-faceted and must include certain elements to be successful in reducing the number of poverty-level persons and families. Education, job training, job placement, employment opportunities, childcare, and reliable transportation to employment are some of the basic needs of economically disadvantaged citizens.

The City will provide technical assistance, and possible financial support, to non-profit organizations who have, or are, developing programs that provide job training skills either on-the-job or through educational institutions. Also, non-profit organizations that assist very low- and low- income persons through literacy programs, GED certification, and continuing education programs, will receive the same support.

With the implementation and/or continuation of economic development activities in the City of Titusville, more jobs will be developed offering opportunities for poverty-level individuals to obtain employment. HUD regulations allow for expanded economic opportunities, including job creation, job retention, business establishment, and expansion of businesses. The continuation of the Revitalization Plan, includes a strategy to use CDBG funds, and other local sources, for a small business assistance program to provide educational information to promote the creation and preservation of jobs available to low- and very- low-income residents. In addition, business education programs and support of Eastern Florida State College's business incubator program shall be investigated as well as other economic development opportunities.

The City will continue to encourage and provide technical assistance to non-profits that are interested in applying for program funds to provide services and/or increase the number of available affordable housing units for very low- and low- income households. City staff continue to work with CHDO's, non-profit and for-profit developers, interested in creating affordable housing through the State's programs (LIHTC, SAIL, HOME, pre-development loans, homeless grants, etc.). With the introduction of the Live

Local Act (LLA), the City has developed policies and procedures, and adopted specific Ordinance and Resolution to effectively implement the LLA within the city where affordable rental housing is concerned.

### Actions planned to develop institutional structure

The City will continue to develop intra- and inter-organizational arrangements, including both formal and informal, that help shape and identify roles and responsibilities for service delivery so as to leverage resources and competencies in its CDBG program. The City will continue to participate in the Brevard County HOME Consortium and manage its State Housing Initiatives Partnership (SHIP) Program. The City will partner with local for-profit and non-profit organizations, lending institutions, public housing authorities, educational institutions, and other governmental agencies to implement federal and state funded programs that preserve, provide, and expand affordable housing opportunities for very low- and low-income persons. The City will continue its efforts to provide affordable housing by partnering with developers on multi-family rental housing projects that create more units of affordable housing throughout the city, particularly in neighborhood revitalization and high opportunity areas.

### Actions planned to enhance coordination between public and private housing and social service agencies

To enhance coordination between public and private housing and social service agencies, the City's Neighborhood Services Department provides technical assistance to all public service subrecipients listed in the Action Plan, as well as CHDOs under contract with the City, and to all existing HOME-funded rental projects throughout the applicable affordability periods.

The City of Titusville will continue to collaborate with local and private agencies to administer CDBG programs covered by the consolidated plan to ensure that the overall needs of the community are met. Community Housing Development Organizations (CHDO) currently or previously involved in the administration of programs are:

- North Brevard Charities Sharing Center - provides emergency housing for families that are homeless or at risk of homelessness in order to assist them towards self-sufficiency.
- Community Housing Initiatives - provides affordable housing in addition to pre-purchase counseling, credit counseling, foreclosure prevention counseling, rehabilitation counseling, refinancing counseling and homebuyer education.
- Housing for Homeless - provides supportive services to homeless families, transitional and permanent units for disabled persons, and homes for homeless and disabled veterans.
- Community of Hope - build hope and healthy families through a helping hand program of structured housing, allowing families with children to live in a decent living environment so that they may grow strong, become self-reliant, transform their lives, and crush the cycle of homelessness and poverty.

Non-profit agencies planned or currently involved in the administration of CDBG funded programs:

- Aging Matters in Brevard, Inc. - provides home delivered nutritious meals to frail homebound and nutritionally at-risk elderly citizens throughout the city.
- Women's Center of South Brevard, Inc. - provides transitional housing for domestic violence victims; women and women with children.
- Brevard Alzheimer's Foundation, Inc. - provides a safe-ride non-emergency medical transportation services for senior citizens, and
- Matthew's Hope - performs mobile outreach to the homeless population and provides various supportive services

Through competitive processes or planned partnerships, the City will continue to encourage these and other agencies and organizations to bridge the gap in service delivery and affordable housing units.

Further, Brevard County-wide, there are three Public Housing Authorities serving the community. The City will continue to review the Housing Authority of the city of Titusville's Annual Plan, and certify consistency with the Consolidated Plan. A variety of activities will be provided during the year to encourage public housing residents to become more self-sufficient and participate in homeownership. These include offering purchase assistance classes and down payment support, inviting the Housing Authority staff to attend various advisory and community meetings, notifying Housing Authority staff and residents of social service programs, and notifying Housing Authority of funding opportunities.

**Discussion**

Citizens identified a host of non-housing community development needs in the community and indicated that there is a demand for the ongoing provision of services and programs to assist low/moderate income households during the preparation of the Consolidated. In addition, underserved populations or individuals with special needs were identified. This group includes people suffering from a physical or mental handicap, persons that are homeless, persons with terminal illnesses including HIV/AIDS, elderly, unemployed persons, domestic violence victims, single-parents, and at-risk youth.

The majority of social service providers indicated that they were unable to meet all of the needs in Titusville. Additionally, infrastructure and neighborhood improvements were ranked as high priorities during the citizen participation process. Presently there are still several substandard streets in the South Street target area and blighted areas. The City will make efforts to provide infrastructure and neighborhood improvements to improve the overall quality of life and enhance the overall character of the target area in partnership with community stakeholders and leaders.

Quality of life issues were addressed and determined to be a priority need for the target areas. Many of the residents expressed concern with the overwhelming amount of vacant and under-maintained properties in the target areas, which contributes to the deteriorating appearance of the communities. In addition, the target area needs improved landscaping and tree planting to enhance the visual

appearance of the area. Included in this category are open spaces and the provision of additional recreation facilities for the area youth and elderly. An overall beautification effort for the target areas is a citizen priority to help enhance the physical appearance of the community and instill pride.

Measurable short-term goals and outcomes may include but are not limited to the arrest in home values based on average sales price in targeted neighborhoods and reduce or eliminate vacant and abandoned residential properties in targeted neighborhoods. Long-term goals and outcomes may include but are not limited to increased sales of residential property and increased median market values.

# Program Specific Requirements

## AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

### Introduction

The following information is provided to meet regulatory and statutory requirements for the CDBG grant program received through this Action Plan.

The City expects to utilize $37,000 in 26/27 CDBG program funds to collaborate with four non-profit agencies to provide various public services. Additionally, the City expects to utilize $163,685 in 26/27 CDBG program funds for activities deemed a high priority need. Furthermore, the City expects to utilize approximately $50,216 in 26/27 CDBG program funds towards program administration and Fair Housing activities.

The City anticipates utilizing $113,922.19 in HOME funds for housing activities.

For this Action Plan, activities proposed for the 2026-2027 program year, will be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low- and moderate-income.

**Community Development Block Grant Program (CDBG)**
**Reference 24 CFR 91.220(l)(1)**

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

| | |
|---|---|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| **Total Program Income:** | **0** |

**Other CDBG Requirements**

| | |
|---|---|
| 1. The amount of urgent need activities | 0 |

| | |
|---|---|
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 70.00% |

**Discussion**

2026 and 2027 program years are covered under the overall benefit period.

The City anticipates utilizing funds in the following amounts for activities during the 2026/2027 program year:

- Public Services - CDBG $37,000
- Public Facilities/Infrastructure/Revitalization/Housing - CDBG $163,685
- Program Administration and Fair Housing- CDBG $50,216
- Public Facilities air quality improvements and subsidy assistance to effected residents – CDBG-CV $278,056

# CITY OF TITUSVILLE
# PUBLIC HEARING NOTICE
# COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
# ANNUAL ACTION PLAN 2026/2027

Notice is hereby given that the City of Titusville will conduct a public hearing at 6:30 p.m. on Tuesday, June 9, 2026 at City Hall, 2nd floor Council Chambers, 555 S. Washington Avenue, Titusville, FL 32796, for the purpose of receiving comments on the proposed 2026/2027 Community Development Block Grant (CDBG) Action Plan, which identifies the uses of CDBG funds from the U.S. Department of Housing & Urban Development (HUD) within the jurisdiction.

The purpose of the City's CDBG Program is the development of viable urban communities by providing decent housing, creating suitable living environments, and expanding economic opportunities for persons of low- and moderate-income. Eligible activities include public services, public facilities and improvements, and economic development activities. CDBG funds will be used primarily in areas where at least 51% of the population are low- and moderate-income, and at least 70% of all funds will be expended on projects/activities which benefit low- and moderate-income persons.

## ACTION PLAN SUMMARY

The City will utilize $251,081 in CDBG funding during Program Year 2026/2027. No permanent displacement of persons as a result of CDBG activities is anticipated. In the event displacement does occur, assistance will be provided pursuant to 24 CFR 570.606.

Proposed uses of 2026/2027 CDBG program funds are as follows:

| | |
|---|---|
| PUBLIC SERVICES | |
| Women's Center for a domestic violence safe house program | $ 11,000.00 |
| Aging Matters in Brevard for a senior nutritional progam (Meals on Wheels) | $ 15,000.00 |
| Brevard Alzheimer's Association for a senior safe ride program | $ 6,000.00 |
| Matthew's Hope for a mobile homeless outreach program | $ 5,000.00 |
| TOTAL | $ 37,000.00 |
| OTHER PROGRAMS AND ACTIVITIES | |
| Program Administration | $ 49,216.00 |
| Fair Housing Education and Outreach | $ 1,000.00 |
| Neighborhood Revitalization Program- Year 5 [housing and infrastructure] | $163,865.00 |
| TOTAL | $ 251,081.00 |

Copies of the draft Action Plan are available for examination in person at the Neighborhood Services Department office, 725 S. De Leon Avenue, Titusville, FL 32780 and City Hall, 555 S. Washington Avenue, Titusville, FL 32796; or the Neighborhood Services Department City webpage at https://www.titusville.com/1416/PROGRAM-PLANS-AND-PERFORMANCE-REPORTS; or upon email request to neighborhoodservices@titusville.com. Persons with disabilities and non-English speaking persons may contact the Neighborhood Services Department at 321-567-3997 to request accessibility accommodations to participate in the public comment period. Public comment period begins June 9, 2026 and runs through July 9, 2026.

All citizens are invited and encouraged to attend the public hearing and make oral or written comments on the draft Action Plan. Comments will be accepted until 4:00 p.m. July 9, 2026. Persons with disabilities requiring special accommodations to participate in the public hearing on June 9, 2026 should contact the City Clerk's Office by 4 p.m. May 26, 2026 at 321-567-3686.

# City of Titusville

"Gateway to Nature and Space"

REPORT

**To:** Members of the City Council

**From:** Thomas Abbate, City Manager

**Subject:** **Ordinance No. 11-2026 - Aerospace and Light Manufacturing Ordinance**

**Department/Office:** Community Development

**Recommended Action:**

Conduct the final reading and public hearing for the aerospace and light manufacturing Ordinance No. 11-2026.

Ordinance No. 11-2026, an ordinance of the City of Titusville, Florida, amending the Code of Ordinances relating to uses within the Planned Industrial Development (PID) zoning district to allow Childcare Facilities as a limited use and stand-alone parking structures as a limited use and to expand the definition of light manufacturing to include aerospace and defense related research and manufacturing by amending Sections 28-54 “Use Table”; 28-110 “Childcare Facility”; 28-154 “Parking Structures” and 28-210 “Light Manufacturing”; providing for severability, repeal of conflicting ordinances, incorporation into the code, (This item is a legislative item.)

**On June 3, 2026, the Planning and Zoning Commission recommended approval of the Aerospace and Light Manufacturing Ordinance with the following recommended changes to Section 28-110 Childcare Facility (c) (1) (a) A conditional use permit is not required when a childcare facility is approved as part of an approved *or existing PID or master plan when it is an accessory use to the principal use.* Also, recommended the following change to Section 25-154 Parking Structures (2) In the Planned Development (PID) zoning district, parking structures may be approved as a part of an approved *or existing PID or master plan when it is an accessory use to the principal use.* The motion also approved the use of the definitions provided by Member Troutman to be included in the ordinance. Approved 7-0**

**Summary Explanation & Background:**

On March 24, 2026, in response to a request made by Mayor Connors, Council approved advisability for the City Manager and staff to review the City’s Planned Industrial Development (PID) zoning regulations and ways to make the regulations more friendly or possible for aerospace industry and/or businesses to be able to develop in

the PID zoning district areas. The ordinance was drafted in part based on Titusville's proximity to the Kennedy Space Center, Patrick Space Force Base, Space Coast Regional Airport and direct access to transportation facilities such as Interstate-95 and the FEC Railroad. The Titusville area supports a growing number of aerospace and defense related industries. The Council has determined it is desirable to amend the Land Development Regulations to expand an industrial use to support aerospace and defense related manufacturing and certain associated uses related to the same.

The ordinance expands the definition of light manufacturing to specifically include the aerospace industry in the M-1, M-2, M-3, PID, and DMU zoning districts. The ordinance also eliminates the public hearing requirement for a childcare facility in the PID zoning district under certain circumstances. Finally, the ordinance allows structured parking in the PID zoning as a primary use.

On May 26, 2026, the City Council requested additional language pertaining to the aerospace industry in proximity to the airport. Enclosed for the Council's adoption is an amended ordinance with a new subsection and title 28-210(e) "Light manufacturing activities permitted in the PID."

**Alternatives:**

- Adopt the ordinance as written.
- Adopt the ordinance with changes.
- Do not conduct the adopt the ordinance.

**Item Budgeted:**

**Source/Use of Funds/Budget Book Page:**

**Strategic Plan:**

**Strategic Plan Impact:**

**ATTACHMENTS:**

1. Aerospace_Manufacturing_Ord Ver5
2. Business Impact Estimate_Aerospace_Manufacturing_Updated_May 2026
3. Display Ad Aerospace in PID Ad 1 of 2
4. Aerospace in PID Ad 2 of 2
5. Letter of Support TICO Airport Authority
6. Letter of Support EDC

**ORDINANCE NO. X-2026**

**AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES RELATING TO USES WITHIN THE PLANNED INDUSTRIAL DEVELOPMENT (PID) ZONING DISTRICT TO ALLOW CHILDCARE FACILITIES AS A LIMITED USE AND STAND ALONE PARKING STRUCTURES AS A LIMITED USE AND TO EXPAND THE DEFINITION OF LIGHT MANUFACTURING TO INCLUDE AEROSPACE AND DEFENSE RELATED RESEARCH AND MANUFACTURING BY AMENDING SECTIONS 28-54 "USE TABLE"; 28-110 "CHILDCARE FACILITY"; 28-154 "PARKING STRUCTURES" AND 28-210 "LIGHT MANUFACTURING"; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.**

**WHEREAS**, based on Titusville's proximity to the Kennedy Space Center, Patrick Space Force Base, Space Coast Regional Airport and direct access to transportation facilities such as Interstate-95 and the FEC Railroad; and

**WHEREAS**, the Titusville area supports a growing number of aerospace and defense related industries; and

**WHEREAS**, the Titusville City Council has determined it is desirable to amend the Land Development Regulations to expand an industrial use to support aerospace and defense related manufacturing and certain associated uses related to the same.

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA** as follows:

**SECTION 1**: Recitals. The foregoing recitals are deemed true and correct and are hereby adopted and incorporated herein by this reference.

**SECTION 2:** That Chapter 28, "Zoning", Article IV, "Use Table", Section 28-54, "Use table", of the Code of Ordinances of the City of Titusville is hereby amended to read as follows:

**Sec. 28-54. Use Table.**

| | Agriculture and Public | | | Residential Districts | | | | | | | | | | Commercial Districts | | | | | | Industrial Districts | | | | Mixed-Use | | | | | | | | | | | | | | Standards |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Permitted Principal Use | GU | OR | P | RE | RR | R1A | R1B | R1C | R-2 | R-3 | RMH-1 | RMH-2 | RHP | HM | T | NC | CC | RC | OP | M-1 | M-2 | M-3 | PID | DMU | | | | UMU | SMU | RMU | | | | | UV | IRCN | | See Noted Section for Use Specific Standards |
| | Key: P = Permitted; L = Permitted subject to limitations; C = Condition; Blank Cell = Use Prohibited | | | | | | | | | | | | | | | | | | | | | | | Downtown | Uptown | Midtown | Civic Waterfront | | | 100 | 200 | 300 | 400 | 500 | | C | R | |
| **Agricultural Uses** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Agricultural pursuits | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 28-61 |
| Horse boarding | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 28-62 |
| Processing, packaging, and sale of agricultural products and commodities produced on-site | P | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 28-63 |
| **Residential** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional residential density | | | | | | | | | | | | | | | | | | | | | | | | | | | | | C | | | | | | | | 28-71 |
| Assisted living facility (ALF) | | | | | | | | | L | L | | | | L | | | | | | | | | | C | C | C | | | L | | C | L | L | | L | | | 28-72 |
| Live/work unit | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | L | | | | | | | | | | 28-73 |
| Manufactured housing | | | | | | | | | | | P | P | | | | | | | | | | | | | | | | | | | | | | | | | | 28-74 |
| Multifamily dwellings (duplex, triplex, quadplex, etc.) | | | | | | | | | P | P | | | | | | | | | | | | | | P | P | P | | P | L | | C | P | P | | P | | L | 28-75 |
| Neighborhood group home | | | | P | P | P | P | P | P | P | P | P | | | | | | | | | | | | P | P | P | | P | | | P | C | C | | P | | P | 28-76 |
| Patio homes | | | | | | | | | | | | | | | | | | | | | | | | | | | | | P | | P | | | | | | 28-77 |
| Residential/professional use | | | | C | C | C | C | C | C | C | | | | | | | | | | | | | | | | | | | | | | C | | | | | | 28-78 |
| Residential treatment facilities | | | | | | | | | | C | | | | C | | | | | | | | | | | | | | | | | | | | | | | | 28-79 |
| Single-family dwelling (detached) | L | L/C | | P | P | P | P | P | | | | | P | | | | | | P | | | | | C | | C | | P | P | | P | | | | | L | P | 28-80 |
| Tiny house | | | | | | | | | L | L | L | L | | | | | | | | | | | | | | | | L | | | | | | | | | | 28-80.5 |
| Tiny house on wheels (THOW) | | | | | | | | | | | | C | | | | | | | | | | | | | | | | L | | | | | | | | | | 28-80.6 |
| Townhomes | | | | | | | | | L | L | | | | | | | | | | | | | | L | L | L | | P | L | | C | P | P | | L | | L | 28-81 |
| **Commercial** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Adult day care | | | | | | | | | | | | | | | | L | L | L | L | | | | | L | L | L | | L | | | | L | L | | L | L | | 28-90 |
| Advertising agency | | | | | | | | | | | | | | | | P | P | P | P | | | | | P | P | P | P | P | P | | P | P | P | | | P | | 28-91 |
| Animal kennel | P | | | | | | | | | | | | | | L | C | L | L | C | | | | | L | C | L | | L | | | | | | | | | | 28-92 |
| Animal shelter | P | | | | | | | | | | | | | | | C | C | L | C | C | L | L | | | | | | | | | | L | | | | | | 28-93 |
| Arcade amusement center | | | | | | | | | | | | | | | | | | C | | | | | | | | | | | | | | | | | | | | 28-94 |
| Art, craft, and hobby shop | | | | | | | | | | | | | | | | P | P | P | | | | | | P | P | P | | P | | | P | P | P | | P | P | | 28-95 |
| Art studio | | | | | | | | | | | | | | | | P | P | P | P | | | | | P | P | P | | P | P | | P | P | P | | P | P | | 28-96 |
| Automobile repair | | | | | | | | | | | | | | | | | P | P | | P | P | P | L | | | L | | | | | | C | P | | | L | | 28-97 |

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| Automobile/vehicle sales | | | | | | | | | | | | | | | | P | P | | | | | L | | L | | L | | | | C | P | | L | L | | 28-98 |
| Bakery, retail | | | | | | | | | | | | | | | P | P | P | | | | L | P | P | P | | P | | | P | P | P | | P | L | | 28-99 |
| Barber/beauty shop/salon | | | | | | | | | | | | | P | P | P | P | P | | | | | P | P | P | | P | | | P | P | P | | P | P | | 28-100 |
| Bed and breakfast inns | L | L | | L | L | L | L | L | L | | | | | | | | | | | | | L | L | L | C | L | L | | C | C | L | | | L | L | 28-101 |
| Bicycle sales/service | | | | | | | | | | | | | P | P | P | P | | | | | | P | P | P | | P | | | | | | | P | | | 28-101.1 |
| Billboard (principal use) | L | | | | | | | | | | | | L | | L | L | | L | L | L | | | | | | | | | | | | | | | 28-102 |
| Billiards/pool hall | | | | | | | | | | | | | | | C | P | | | | | | P | P | P | P | L | | | C | P | | | P | | 28-103 |
| Boat sales | | | | | | | | | | | | | | | P | P | | | | | | | | | | | | | | P | | | L | | 28-104 |
| Book store | | | | | | | | | | | | | | P | P | P | | | | | | P | P | P | P | | | | P | P | P | | P | | 28-105 |
| Buildings over 60 feet in height | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | C | | | 28-106 |
| Car rental agencies | | | | | | | | | | | | | P | | P | P | | | | | | | | L | | | | | | P | | | | | 28-107 |
| Car wash | | | | | | | | | | | | | L | | L | L | | L | L | L | | | L | L | | | | | C | C | L | | | | 28-108 |
| Ceramic shop | | | | | | | | | | | | | | P | P | P | | | | | | P | P | P | P | P | | | P | P | P | | P | | 28-109 |
| Child care facility | C | | | C | C | C | C | C | C | C | C | C | | | L | L | L | | | | LC | C | C | C | | L | | | C | C | | | C | L | C | 28-110 |
| Clothing and shoe stores | | | | | | | | | | | | | | | P | P | P | | | | | P | P | P | P | P | | | P | P | P | | P | P | | 28-111 |
| Convenience store (without retail gasoline sales) | | | | | | | | | | | | | L | C | C | L | | | | | | L | L | C | C | L | | | C | L | L | | | C | | 28-112 |
| Copy center | | | | | | | | | | | | | P | P | P | P | P | | | | | P | P | P | | | | | P | P | P | | P | | | 28-113 |
| Crematory services | | | | | | | | | | | | C | | | C | C | | C | | C | | | | | | | | | | C | | | | | 28-114 |
| Delicatessens | | | | | | | | | | | | | P | P | P | P | | | | | | P | P | P | P | P | P | | P | P | P | | P | P | | 28-115 |
| Docks (principal use) | | | | | | | | | | | | | | | | | | | | | | | | | | | P | | | | | | | | 28-116 |
| Drinking establishments (bar, tavern, lounge) | | | | | | | | | | | | | P | | P | P | | | | | | P | P | P | C | L | | | C | P | | | P | L | | 28-117 |
| Dry cleaner | | | | | | | | | | | | | P | | P | P | | P | | | | P | P | P | | L | | | C | P | P | P | P | P | | 28-118 |
| Electronic gaming establishment | | | | | | | | | | | | | | | | C | | | | | | | | | | | | | | | | | | | | 28-119 |
| Emergency clinics | | | | | | | | | | | | P | P | P | P | P | | | | | | P | P | P | | | | | | | P | | P | | | 28-120 |
| Farmers market/food stand | | | | | | | | | | | | | | | | | | | | | | | | | | L | | | | | | P | | | 28-121 |
| Financial institutions (bank) | | | | | | | | | | | | | P | P | P | P | P | | | | P | P | P | P | | L | P | | C | P | | P | P | | 28-122 |
| Fitness center | | | | | | | | | | | | P | | L | P | P | L | | | | C | P | P | P | | L | C | | P | P | | P | P | | 28-123 |
| Florists | | | | | | | | | | | | | | P | P | P | | | | | L | P | P | P | P | P | | | P | P | | P | P | | 28-124 |
| Funeral establishment (without cemetery) | | | | | | | | | | | | P | | | P | P | P | | | | | | | | | L | | | | P | | | P | | 28-125 |
| Furniture store | | | | | | | | | | | | | | P | P | P | | | | | | P | P | P | | L | P | | P | P | | P | P | | 28-126 |
| Gift shops | | | | | | | | | | | | | P | P | P | P | | | | | | P | P | P | P | P | | | P | P | | P | P | | 28-127 |
| Graphic printing and copying services | | | | | | | | | | | | | | | P | P | | P | | | | P | P | P | | | | | | P | P | P | P | | | 28-128 |
| Grocery store | | | | | | | | | | | | | | P | P | P | | | | | | P | P | P | | L | | | C | P | | L | P | | 28-129 |
| Hardware store | | | | | | | | | | | | | | P | P | P | | | | | | P | P | P | P | L | | | P | P | | | L | | 28-130 |
| Hospitals | | | | | | | | | | | | P | | | | | | | | | | C | C | C | | | | | | | | | | | | 28-131 |
| Hotel/motel | | | | | | | | | | | | | P | | | | | | | | | P | P | P | P | | P | | C | P | | P | | | 28-132 |
| Ice cream parlors | | | | | | | | | | | | | P | P | P | P | | | | | | P | P | P | P | P | P | | P | P | P | | P | P | | 28-133 |
| Ice vending buildings | | | | | | | | | | | | | | | | | | L | | | | | | | | | | | | | | | | | | 28-134 |
| Insurance office | | | | | | | | | | | | | | P | P | P | P | | | | | P | P | P | P | P | | | P | P | P | | P | P | | 28-135 |
| Jewelers | | | | | | | | | | | | | | P | P | P | | | | | | P | P | P | | P | | | | P | P | | P | P | | 28-136 |

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| Laboratory (medical) | | | | | | | | | | | | | | P | | | | | | | | | | C | C | C | | | | | | C | | | | | 28-137 |
| Laundromat | | | | | | | | | | P | P | | | | P | P | P | P | | | | | | P | | P | L | L | | | | C | P | | | P | 28-138 |
| Legal office | | | | | | | | | | | | | | | | | P | P | P | P | | | | P | P | P | P | P | | | | P | P | | P | P | 28-139 |
| Liquor store | | | | | | | | | | | | | | | | | C | P | P | | | | | | | | | C | | | | C | P | | | | 28-140 |
| Lumber and building supplies sales | | | | | | | | | | | | | | | | | | | L | | | | | | | | | | | | | | C | | | | 28-141 |
| Lumber yard | | | | | | | | | | | | | | | | | | | | | | L | L | | | | | | | | | | | | | | 28-142 |
| Marina and yacht basin | | | | | | | | | | | | | | | C | | | | | | | | | | L | | L | | C | | | C | C | | | | 28-143 |
| Medical equipment and supplies sales | | | | | | | | | | | | | | P | | | | P | P | | | | | | | | | | | | | | P | | | | 28-144 |
| Medical marijuana dispensing facility | | | | | | | | | | | | | | L | | | | L | L | L | | | | L | L | L | L | L | L | | | | C | L | | L | L | 28-144.7 |
| Medical office/clinic | | | | | | | | | | | | | | P | | P | P | P | P | | | | | L | P | P | P | L | P | | P | P | P | | P | P | 28-145 |
| Mobile food dispensing vehicle | | | L | | | | | | | | | | | | | | L | L | | L | | | | L | L | L | L | | | | | | | | | | 28-145.1 |
| Mobile vendor | | | | | | | | | | | | | | | | | L | L | | L | | | | | | | | | L | | | | | | | | 28-146 |
| Movie theater | | | | | | | | | | | | | | | | | | P | | | | | | | | | | | | | | | | P | | | 28-147 |
| Newsstands | | | | | | | | | | | | | | | P | P | P | P | | | | | | P | P | P | P | | | | | P | P | | P | P | 28-148 |
| Off-street parking lots | | | | | | | | | | | | | | | P | C | C | C | | | | | | P | P | P | P | C | | | | C | C | | L | P | 28-149 |
| Open air market | | | | | | | | | | | | | | | | | | | | | | | | L | C | L | L | L | | | | | | | | L | 28-150 |
| Outdoor storage | | | | | | | | | | | | | | | | | | | | | L | | | | | C | | | | | | | | | | | 28-151 |
| Package and parcel delivery service | | | | | | | | | | | | | | | | | | | P | P | | P | | | | | | | | | | | | P | | | 28-152 |
| Pain management clinic/cash only pharmacy | | | | | | | | | | | | | | C | | | | | | | | | | | | | | | | | | | | | | | 28-153 |
| Parking structures | | | | | | | | | C | C | | | | | | | | | | | | | L | L | L | L | L | | | | | | | P | | | 28-154 |
| Passive commercial uses | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | L | 28-155 |
| Personal services | | | | | | | | | | | | | | | P | P | P | P | P | | | | | P | P | P | | | | | P | P | P | | P | P | 28-156 |
| Pet grooming services | | | | | | | | | | | | | | | | | P | P | | | | | | P | P | P | | L | | | | P | P | | P | L | 28-157 |
| Pet stores | | | | | | | | | | | | | | | | | P | P | | | | | | | | | | | | | | | P | | P | | 28-158 |
| Pharmacies | | | | | | | | | | | | | | P | | | P | P | L | | | | P | P | P | P | P | L | | | | C | P | | P | L | 28-159 |
| Photographic shops | | | | | | | | | | | | | | | P | P | P | P | | | | | | P | P | P | | P | | | | P | P | | P | P | 28-160 |
| Postal and mailing services | | | | | | | | | | | | | | | P | P | P | P | P | | | | | P | P | P | | L | | | | P | P | | P | P | 28-161 |
| Printing and copying stores | | | | | | | | | | | | | | | | P | P | P | | | | | | P | P | P | P | L | | | P | P | P | | P | L | 28-162 |
| Private club | | | | C | C | C | C | C | C | C | C | C | | | C | C | C | C | C | | | | | C | | L | L | | | | C | C | C | | | | 28-163 |
| Professional offices | | | | | | | | | | | | | | | | P | P | P | P | | | | P | P | P | P | P | P | P | | P | P | P | | P | P | 28-164 |
| Radio and television sales | | | | | | | | | | | | | | | | P | P | P | | | | | | P | P | P | | | | | P | P | P | | P | | 28-165 |
| Repair and service for small equipment items | | | | | | | | | | | | | | | | | | P | | P | | | | P | | P | | | | | | | P | | | | 28-166 |
| Restaurants/caterers | | | | | | | | | | | | | | | P | L | P | P | | L | L | | L/C | P | P | P | P | L | P | | | P | P | | P | L | 28-167 |
| Retail gasoline sales | | | | | | | | | | | | | | | L | C | L | L | | | | | | L | L | L | L | | | | | C | L | L | | | C | 28-168 |
| Retail sales and service (see section 28-51) | | | | | | | | | | | | | | | | P | P | P | | | | | | P | P | P | P | | P | | | C | P | | P | | | 28-169 |
| Screen printing shops | | | | | | | | | | | | | | | | P | P | P | | P | P | P | P | P | P | P | | L | | | | P | P | P | P | L | 28-170 |
| Shoe repair | | | | | | | | | | | | | | | P | P | P | P | | | | | | P | P | P | | | | | P | P | P | | P | | 28-171 |
| Spa | | | | | | | | | | | | | | C | | C | P | P | C | | | | C | P | P | P | | P | C | | | | P | | P | P | 28-172 |
| Sporting goods store | | | | | | | | | | | | | | | | P | P | P | | | | | | | | | | | | | | P | P | | P | P | 28-173 |

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| Tailor services | | | | | | | | | | | | | | P | P | P | P | | | | | | | | | P | | | | P | P | | P | P | | 28-174 |
| Temporary labor agency | | | | | | | | | | | | | | | | | | | | | L | | | C | | | | | | | | | | | 28-175 |
| Transient accommodations | | | | | | | | | | | | | | P | | | | | | | | | | | | | | C | | | | | | C | | 28-176 |
| Travel agencies | | | | | | | | | | | | | | P | P | P | P | P | | | | L | P | P | P | | P | | | P | P | P | | P | P | | 28-177 |
| Travel trailer park | | | | | | | | | | | C | | | C | | | | | | | | | | | | | | | | | | | | | | 28-178 |
| Truck stop plaza | | | | | | | | | | | | | | C | | | C | | | | | | | | | | | | | | | | | | | 28-179 |
| Upholstery shops | | | | | | | | | | | | | | | | P | P | | P | | | | | P | | L | | | | | P | P | | P | | 28-180 |
| Veterinarian | P | | | | | | | | | | | | | | L | L | L | L | P | | | | C | C | L | | L | | | | | L | P | | L | | 28-181 |
| Video game arcades | | | | | | | | | | | | | | P | | | C | | | | | | P | P | P | P | P | | | | C | P | | C | P | | 28-182 |
| Industrial | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bakeries and confectioneries | | | | | | | | | | | | | | | | | | | P | P | P | | | | | | L | | | | | | P | | | | 28-201 |
| Bottling plants | | | | | | | | | | | | | | | | | | | P | P | P | P | | | | | L | | | | | | P | | | | 28-202 |
| Building trades services | | | | | | | | | | | | | | | | L | | | P | P | P | L | | | L | | L | | | | | | P | | | | 28-203 |
| Craft brewery/craft distillery | | | | | | | | | | | | | | L | | L | P | | P | P | P | | L | L | L | L | C | L | | | | L | P | L | | | 28-204 |
| Dry-cleaning plants | | | | | | | | | | | | | | | | | | | P | P | P | | | | P | | L | | | | | | P | | | | 28-205 |
| Freight distribution | | | | | | | | | | | | | | | | | | | P | P | P | P | | | | | L | | | | | | P | | | | 28-206 |
| Heavy industrial use | | | | | | | | | | | | | | | | | | | | C | | | | | | | | | | | | | | | | | 28-207 |
| Heavy manufacturing | | | | | | | | | | | | | | | | | | | | P | P | | | | | | | | | | | | | | | | 28-208 |
| Laboratory (research and testing) | | | | | | | | | | | | | L | | | | | | L | P | P | P | | | | | | | | | | | | | | | 28-209 |
| Light manufacturing | | | | | | | | | | | | | | | | | | | L | P | P | P | C | C | L | L | L | | | | | | P | | | | 28-210 |
| Machine shop | | | | | | | | | | | | | | | | | | | P | P | | L | | | | | L | | | | | | P | | | | 28-211 |
| Mechanical service and repair | | | | | | | | | | | | | | | | | | | P | P | P | L | | | | | L | | | | | | P | | | | 28-212 |
| Mini-warehouse | | | | | | | | | | | | | | | | | L | | C | C | L | | | | L | | | | | | | | L | | | | 28-214 |
| Plant nursery | | | | | | | | | | | | | | | | L | | | P | | | | | | P | | L | | | | | | P | | | | 28-215 |
| Production print shops, printing, engraving | | | | | | | | | | | | | | | | | | | | P | P | P | | | | | | | | | | | | | | | 28-216 |
| Recycling and mulching/composting | | | | | | | | | | | | | | | | | | | | C | | | | | | | | | | | | | | | | | 28-217 |
| Retail or wholesale sale of products manufactured on site | | | | | | | | | | | | | | | | | | | L | L | L | L | | | | | L | | | | | | P | | | | 28-218 |
| Transportation facilities | | | | | | | | | | | | | | | | | | | | P | P | | | | | | | | | | | | | | | | 28-219 |
| Transmission tower | | | | | | | | | | | | | | | | | | | C | C | C | C | | | | | | | | | | | | | | | 28-220 |
| Vehicle-for-hire establishments | | | | | | | | | | | | | | | | | | | P | | | | | | C | | L | | | | | | P | | | | 28-221 |
| Warehousing/wholesale | | | | | | | | | | | | | | | | | | | L | P | L | P | | | P | | L | | | | | | L | | | | 28-222 |
| Welding, metal working, fabrication | | | | | | | | | | | | | | | | | | | P | P | | | | | P | | L | | | | | | P | | | | 28-223 |
| Civic, Public and Institutional | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Airpark | | | C | C | C | C | C | C | C | C | C | C | | | | | | | | P | | | | | | | | | C | C | C | C | | | | | 28-231 |
| Airports | | | C | C | C | C | C | C | C | C | C | C | | | | | | | | P | | | | | | | | | C | C | C | C | | | | | 28-232 |
| Ambulance service | | | | | | | | | | | | | P | | | | | | | | | | | | | | | | | | | | | | | | 28-233 |
| Art centers | | | | | | | | | | | | | | | P | P | P | | | | | | | | | | | | | P | P | P | | P | | | 28-234 |
| Cemeteries | P | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 28-235 |
| Churches | C | | | C | C | C | C | C | C | C | C | C | C | L | L | L | L | L | L | | | | P | | P | | L | | | C | C | L | | | L | | 28-236 |
| College/university | | | | | | | | | | | | | | P | | | P | P | | | | | | | | | | P | | | | P | | | | | 28-237 |

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Community centers | P | | | C | C | C | C | C | C | C | C | C | | P | P | L | L | L | C | | | | | P | P | P | P | P | C | L | L | L | | | P | P | | 28-238 |
| Community service | P | | | C | C | C | C | C | C | C | C | C | | P | P | L | L | L | C | | | | | | | | | C | | L | L | L | | C | | | 28-239 |
| Convention center | | | | | | | | | | | | | | | | | | | | | | | | C | L | | | | | | | | | | | | 28-240 |
| Domestic violence shelter | | | | | | | | | | | | | | | | | | | | | | | | | | L | | | | | | | | | | | 28-241 |
| Family day care homes | | | | P | P | P | P | P | P | P | P | P | | | | | | | | | | | | L | L | L | | P | | P | P | | | P | | P | | 28-242 |
| Government facilities | | | P | C | C | C | C | C | C | C | C | C | | | | | | | | | | | | P | P | P | P | P | | L | L | L | L | | P | P | | 28-243 |
| Heliports or landing pads | | | | | | | | | | | | | | | | | | | | | | | P | | | | | | | | | | | | | | | 28-244 |
| Incinerators | | | C | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 28-245 |
| Landfill | | | C | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 28-246 |
| Library | | | P | C | C | C | C | C | C | C | C | C | | | | | | | | | | | | | | | | | C | C | C | C | | | | | 28-247 |
| Nursing homes, convalescent homes and extended care facilities | | | | | | | | | C | C | | | | P | | | | | | | | | | | | | | | | | C | L | | | | | | 28-248 |
| Passenger terminal facilities | | | | | | | | | | | | | | | | | | | | | | | | P | P | P | | | | | | | | | | | | 28-249 |
| Performing arts theater | | | | | | | | | | | | | | | | P | P | P | | | | | | P | | | | | | | | | | | | | | 28-250 |
| Post office | | | P | | | | | | | | | | | | | | | | | | | | | | | | | P | | | P | P | | | | | 28-251 |
| Prison, detention facilities and work camps | | | C | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 28-252 |
| Public utility | | C | P | | | | | | | | | | | | | | | | | | P | | | C | C | C | C | | | | | | | | | | | 28-253 |
| Recovery/halfway house | | | | | | | | | | | | | | | | | | | | | | | | | | C | | | | | | | | | | | | 28-254 |
| Schools (public or private) | C | | L | C | C | C | C | C | C | C | C | | C | | | C | C | C | C | | | | | L | L | L | | | C | C | C | C | C | | | | | 28-255 |
| Solar facility | P | | | | | | | | | | | | | | | | | | | P | P | P | P | | | | | | | | | | | | | | | 28-255.5 |
| Vocational school | | | | | | | | | | | | | L | | L | L | L | L | L | L | L | L | L | L | L | L | | | L | | | | L | L | | | | 28-256 |
| Recreation | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Community gardens | L | | P | L | L | L | L | L | L | L | L | L | L | | | L | L | | | | | | | L | L | L | | L | | | L | L | | | L | L | L | 28-271 |
| Golf course | P | P | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 28-272 |
| Park (private) | P | P | | P | P | P | P | P | P | P | P | P | C | | | | | | | | | | | | | | | | P | | | | | | | | | 28-273 |
| Parks (public or non-profit) | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | 28-274 |
| Recreational and commercial amusement (indoor) | C | | | | | | | | | | | | | | | L | L | | L | | | | L | | | | | | | | L | P | | L | | | | 28-275 |
| Recreational and commercial amusement (outdoor) | | | | | | | | | | | | | | | C | | C | C | | | | | | | | | | C | | | C | C | | C | | | | 28-276 |
| Tennis clubs | | P | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 28-277 |

**SECTION 3:** That Chapter 28, “Zoning”, Article V, “Use Standards”, Division 3,“Commercial”, Section 28-110, “Childcare facility”, of the Code of Ordinances of the City of Titusville is hereby amended to read as follows:

**Sec. 28-110. Childcare facility.**

(a) *Districts where permitted.*

| RE | RR | R-1A | R-1B | R-1C | R-2 | R-3 | RMH-1 | RMH-2 | RHP | |
|---|---|---|---|---|---|---|---|---|---|---|
| C | C | C | C | C | C | C | C | C | | |
| HM | T | NC | CC | RC | OP | M-1 | M-2 | M-3 | PID | |
| | | L | L | L | L | | | | ~~C~~ L | |

| GU | OR | P | DMU | | | | UMU | SMU | RMU | | | | | UV | IRCN | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | D | U | M | C | | | 100 | 200 | 300 | 400 | 500 | | | |
| C | | | C | C | C | | L | | | C | C | | | C | L | C |

(b) *Definition.* "Childcare facility:" As defined by Section 402.302, Florida Statutes, as may be amended.

(c) *Standards for permitted uses with limitations.*

(1) In the Neighborhood Commercial (NC), Community Commercial (CC), Regional Commercial (RC), Office Professional (OP), Planned Industrial Development (PID), and Urban Mixed-Use (UMU) zoning districts, childcare facilities:

a. Shall be required to proceed through the conditional use permit process when located on a local street, or abutting property with a single-family zoning or use. A conditional use permit is not required when a childcare facility is approved as part of an approved master plan.

b. Shall not be issued a business tax receipt until a license has first been obtained from the Florida Agency for Healthcare Administration and any other permitting agency as required by law including the provisions of these regulations.

c. Shall provide a landscape buffer in accordance with Chapter 31, Article III, Division 10 on non-street property lines. Properties in the DMU zoning district shall provide landscaping pursuant to Chapter 31, Article III, Division 10.

d. Shall set back all structures, playgrounds, and outdoor recreation areas a minimum of fifty (50) feet from any abutting residential zoning district or residential use, except mixed residential-commercial uses.

e. Shall provide a passenger drop-off zone adjacent to the facility providing clear ingress and egress from parking and other areas.

(2) In the Indian River City-Commercial (IRCN-C) zoning district, childcare facilities:

a. Shall not be issued a business tax receipt until a license has first been obtained from the Florida Agency for Healthcare Administration and any other permitting agency as required by law including the provisions of these regulations.

b. Shall provide a passenger drop-off zone adjacent to the facility providing clear ingress and egress from parking and other areas.

c. Shall set back all structures, playgrounds, and outdoor recreation areas a minimum of fifty (50) feet from any abutting residential zoning district or residential use, except mixed residential-commercial uses.

(d) *Standards for conditional uses.* These uses require public hearings.

(1) In the Residential Estate (RE), Rural Residential (RR), Single-Family Low Density (R-1A), Single-Family Medium Density (R-1B), Single-Family High Density (R-1C), Multifamily Medium Density (R-2), Multifamily High Density (R-3), Residential Manufactured Housing (RMH-1), Residential Manufactured Housing Park (RMH-2), ~~Planned Industrial Development (PID),~~ General Use (GU), Downtown Mixed-Use (DMU), Downtown, Uptown, and Midtown sub-districts, Regional Mixed-Use 200 and 300 (RMU-200, RMU-300), and Urban Village (UV) zoning districts, childcare facilities may be approved by meeting the standards in (c)(1) above, and by obtaining a conditional use permit.

(2) In addition to the requirements in (c)(1) above, childcare facilities in the Urban Mixed-Use (UMU) zoning district shall be located on property that is adjoining to an intersection of Deleon Avenue or Park Avenue.

(3) In addition to the requirements in (c)(1) above, in the Indian River City Neighborhood-Residential (IRCN-R) zoning district, childcare facilities shall be on property adjacent to, and with access to, Knox McRae Drive and shall be on property that has a principal use of a church.

**SECTION 4:** That Chapter 28, "Zoning", Article V, "Use Standards", Division 3,"Commercial", Section 28-154, "Parking structures", of the Code of Ordinances of the City of Titusville is hereby amended to read as follows:

**Sec. 28-154. Parking structures.**

(a) *Districts where permitted.*

| RE | RR | R-1A | R-1B | R-1C | R-2 | R-3 | RMH-1 | RMH-2 | RHP | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| HM | T | NC | CC | RC | OP | M-1 | M-2 | M-3 | PID | |
| | | | | | | | | | L | |
| GU | OR | P | DMU | | | UMU | SMU | RMU | | UV | IRCN |
| | | | D | U | M | C | | | 100 | 200 | 300 | 400 | 500 | | |
| | | | L | L | L | L | | | | | | | | P | | |

(b) *Definition.* "Parking structures:" A stand-alone structure designed to accommodate vehicular parking spaces that are fully or partially enclosed or located on the deck surface of a building. This definition includes parking garages.

(c) *Standards.*

(1) In the Downtown Mixed-Use (DMU) zoning district, parking structures:

a. On main thoroughfares shall have liner buildings lining the first and second stories. All parking lots, garages, and parking structures shall be located behind liner shops on the ground floor, or in a separate parking structure.

b. Shall not have vehicular entrances to parking lots, garages, and parking structures wider than twenty-four (24) feet at the frontage.

(2) In the Planned Industrial Development (PID) zoning district, parking structures may be approved as part of an approved master plan.

**SECTION 5:** That Chapter 28, "Zoning", Article V, "Use Standards", Division 4, "industrial", Section 28-210, "Light manufacturing", of the Code of Ordinances of the City of Titusville is hereby amended to read as follows:

**Sec. 28-210. Light manufacturing.**

(a) *Districts where permitted.*

| RE | RR | R-1A | R-1B | R-1C | R-2 | R-3 | RMH-1 | RMH-2 | RHP | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| HM | T | NC | CC | RC | OP | M-1 | M-2 | M-3 | PID | |
| | | | | | | L | P | P | P | |

| GU | OR | P | DMU | | | | UMU | SMU | RMU | | | | | UV | IRCN | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | D | U | M | C | | | 100 | 200 | 300 | 400 | 500 | | | |
| | | | C | C | L | L | L | | | | | | P | | | |

(b) *Definition.* "Light manufacturing:" Establishments engaged in the design, assembly, finishing, processing, and packaging of products without the processing of raw materials; for example: bottling plants, welding shops, and vehicle assembly establishments.

(c) *Standards for permitted uses with limitations.*

(1) In the Light Industrial Services and Warehousing (M-1) zoning district, manufacturing:

a. A conditional use permit shall be required when the future land use designation is not industrial.

b. Minimum lot size: One (1) acre.

c. Manufacturing, assembly and fabrication activities shall be located no closer than seventy-five (75) feet from the property lines of the residentially zoned properties.

(2) In the Downtown Mixed-Use (DMU) zoning district, light manufacturing:

a. Shall be processed as a conditional use permit for any use which the Administrator or designee believes may have a greater impact on the surrounding area or may not be compatible with the proposed site or surrounding community.

b. Shall not allow any accessory office, accessory commercial outlet and/or accessory restaurant to exceed more than twenty-five (25) percent of the gross floor area of the principle building, or if no building is on-site, such supporting uses shall be no larger than three thousand (3,000) square feet except by conditional use.

c. Supporting commercial and/or restaurant uses shall be located within the front area of the facility along the primary roadway.

d. Shall require additional buffering between industrial uses and residentially used or designated lands at the discretion of the Administrator.

e. Shall not allow demolition debris sites.

f. Shall not allow junkyards and salvage yards or sites.

(3) In the Urban Mixed-Use (UMU) zoning district, light manufacturing must be on property with an approved light manufacturing use existing prior to December 8, 2009. Expansions must be on property owned by the owner of the approved industrial business on or before December 8, 2009.

(d) *Standards for conditional uses.* These uses require public hearings.

(1) In the Downtown Mixed-Use (DMU) Downtown and Uptown sub-districts, Light Manufacturing shall meet the standards in (c)(2) above, and may be approved by obtaining a conditional use permit.

(e) *Light manufacturing activities permitted in the PID.* South of State Road 405 and East of State Road 407, light manufacturing activities, including, but not limited to, aerospace and defense related research and manufacturing such as the fabrication, design, development, testing production, assembly, operation, processing, inspection, repair, maintenance, refurbishment, or integration of aircraft, spacecraft, satellites, missiles, rockets, unmanned aerial vehicles (UAVs/drones), defense systems, or related parts, components, subsystems, accessories, attachments, materials, and supporting equipment, systems, and tooling thereof, are permitted.

**SECTION 6. SEVERABILITY**. If any provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 7. REPEAL OF CONFLICTING ORDINANCES**. All ordinances or parts of ordinances, and all resolutions and parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 8. INCORPORATION INTO THE CODE.** This ordinance shall be incorporated into the City of Titusville Code of Ordinances and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing: Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the Code may be made.

**SECTION 9. EFFECTIVE DATE**. This Ordinance shall become in full force and effect upon adoption by the City Council in accordance with the Charter of the City of Titusville, Florida.

**PASSED AND ADOPTED, this ___th day of _____, 2026.**

_____

**Andrew Connors, Mayor**

**ATTEST:**

**Wanda F. Wells, City Clerk**

# City of Titusville, Florida
# Business Impact Estimate

*This form should be included in the City Council agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Titusville website by the time notice of the proposed ordinance is published, excluding the exceptions provided in 166.041(4), Florida Statutes.*

**AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES RELATING TO USES WITHIN THE PLANNED INDUSTRIAL DEVELOPMENT (PID) ZONING DISTRICT TO ALLOW CHILDCARE FACILITIES AS A LIMITED USE AND STAND ALONE PARKING STRUCTURES AS A LIMITED USE AND TO EXPAND THE DEFINITION OF LIGHT MANUFACTURING TO INCLUDE AEROSPACE AND DEFENSE RELATED RESEARCH AND MANUFACTURING BY AMENDING SECTIONS 28-54 "USE TABLE"; 28-110 "CHILDCARE FACILITY"; 28-154 "PARKING STRUCTURES" AND 28-210 "LIGHT MANUFACTURING"; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.**

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 of Titusville is of the view that a business impact estimate is not required by state law[1] for 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;

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

b. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the county;
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*.

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

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):
The ordinance expands the definition of light manufacturing to specifically include the aerospace industry. The ordinance also eliminates the public hearing requirement for a childcare facility in the PID zoning district under certain circumstances. Finally, the ordinance allows structured parking in the PID zoning as a primary use.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Titusville, if any:
The definitions will increase economic development opportunities in areas zoned for light manufacturing.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
There will be no additional cost to businesses.

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

Reviewed
5/15/26
PT

# CITY OF TITUSVILLE
# NOTICE OF PUBLIC HEARINGS FOR PROPOSED ENACTMENT OF TITUSVILLE CITY ORDINANCE

**PLEASE TAKE NOTICE** that the City Council of the City of Titusville, Florida will hold public hearings to hear interested persons with regard to the following ordinance. The first public hearing for the proposed ordinance is scheduled for **Tuesday, May 26, 2026.** The second and final public hearing for the proposed ordinance is scheduled for **Tuesday, June 9, 2026.** The public hearings will be held in the Council Chamber on the second floor of City Hall, 555 South Washington Avenue, Titusville, Florida 32796, **commencing at 6:30 p.m.**

**AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES RELATING TO USES WITHIN THE PLANNED INDUSTRIAL DEVELOPMENT (PID) ZONING DISTRICT TO ALLOW CHILDCARE FACILITIES AS A LIMITED USE AND STAND ALONE PARKING STRUCTURES AS A LIMITED USE AND TO EXPAND THE DEFINITION OF LIGHT MANUFACTURING TO INCLUDE AEROSPACE AND DEFENSE RELATED RESEARCH AND MANUFACTURING BY AMENDING SECTIONS 28-54 "USE TABLE"; 28-110 "CHILDCARE FACILITY"; 28-154 "PARKING STRUCTURES" AND 28-210 "LIGHT MANUFACTURING"; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.**

**PLEASE ALSO TAKE NOTICE** that the City of Titusville Planning and Zoning Commission, the Local Planning Agency, will hold a public hearing on **Wednesday, June 3, 2026,** at a meeting **commencing at 6:00 p.m.,** to hear interested persons with regard to these matters for recommendation to the City Council. This meeting and the public hearings will be held in the Council Chamber on the second floor of City Hall, 555 South Washington Avenue, Titusville, Florida 32796.

The proposed ordinance may be inspected by the public at the City of Titusville City Clerk's Office. All interested parties are hereby advised that they may appear at said meetings and public hearings and be heard with respect to said ordinance.

Any person who decides to appeal any decision of the Planning and Zoning Commission or the City Council with respect to any matter being considered at these meetings will 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 desires to accommodate persons with disabilities. Accordingly, any physically handicapped person, pursuant to Chapter 286.26 Florida Statutes, should, at least 48 hours prior to the meeting, submit a request that the physically handicapped person desires to attend the meeting to the City Clerk's Office.

Wanda F. Wells, MMC, City Clerk, City of Titusville,
555 South Washington Avenue, Post Office,
Box 2806, Titusville, Florida 32781-2806,
Phone 321-567-3686, Fax 321-383-5704

Florida Today.
Reviewed
5/15/26
PT.

# CITY OF TITUSVILLE NOTICE OF PUBLIC HEARINGS FOR PROPOSED ENACTMENT OF TITUSVILLE CITY ORDINANCE

**PLEASE TAKE NOTICE** that the City Council of the City of Titusville, Florida will hold public hearings to hear interested persons with regard to the following ordinance. The first public hearing for the proposed ordinance is scheduled for **Tuesday, May 26, 2026.** The second and final public hearing for the proposed ordinance is scheduled for **Tuesday, June 9, 2026.** The public hearings will be held in the Council Chamber on the second floor of City Hall, 555 South Washington Avenue, Titusville, Florida 32796, **commencing at 6:30 p.m.**

**AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES RELATING TO USES WITHIN THE PLANNED INDUSTRIAL DEVELOPMENT (PID) ZONING DISTRICT TO ALLOW CHILDCARE FACILITIES AS A LIMITED USE AND STAND ALONE PARKING STRUCTURES AS A LIMITED USE AND TO EXPAND THE DEFINITION OF LIGHT MANUFACTURING TO INCLUDE AEROSPACE AND DEFENSE RELATED RESEARCH AND MANUFACTURING BY AMENDING SECTIONS 28-54 "USE TABLE"; 28-110 "CHILDCARE FACILITY"; 28-154 "PARKING STRUCTURES" AND 28-210 "LIGHT MANUFACTURING"; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.**

**PLEASE ALSO TAKE NOTICE** that the City of Titusville Planning and Zoning Commission, the Local Planning Agency, will hold a public hearing on **Wednesday, June 3, 2026,** at a meeting **commencing at 6:00 p.m.,** to hear interested persons with regard to these matters for recommendation to the City Council. This meeting and the public hearings will be held in the Council Chamber on the second floor of City Hall, 555 South Washington Avenue, Titusville, Florida 32796.

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# CITY OF TITUSVILLE
# NOTICE OF PUBLIC HEARINGS FOR PROPOSED ENACTMENT OF TITUSVILLE CITY ORDINANCE

Reviewed
5/28/26
PI

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FLY SPACE COAST
TITUSVILLE-COCOA AIRPORT AUTHORITY
TIX, COI, X21

April 28, 2026

City of Titusville
Attn: Mayor and City Council
555 South Washington Avenue
Titusville, FL 32796

**Re: Letter of Support - Aerospace and Defense Related Manufacturing Ordinance**

Dear Mayor Connors and Honorable Members of the City Council:

On behalf of the Airport Authority, I would like to offer our support for the proposed ordinance to create aerospace and defense related manufacturing as an authorized use within the Planned Industrial Development (PID) zoning district.

We believe this ordinance is an important step in supporting the continued growth of aerospace, defense, advanced manufacturing, and spaceport-related development within the City of Titusville. With the City's close proximity to Kennedy Space Center, Patrick Space Force Base, Space Coast Regional Airport, Exploration Spaceport, Interstate 95 Corridor, and the Florida East Coast Railway, Titusville is well positioned to attract these types of industries.

The proposed ordinance provides a clearer path for companies involved in aerospace manufacturing, assembly, testing, integration, prototyping, refurbishment, and related support activities. This is especially important as the Authority continues working with the City, Brevard County, Space Florida, the Space Coast Economic Development Commission, and other partners to support development opportunities at and around Space Coast Regional Airport and Exploration Spaceport.

The Airport Authority also appreciates that the ordinance includes reasonable standards related to enclosed operations, outdoor storage, hazardous materials, traffic, site access, circulation, and impacts to surrounding properties. These provisions are important to ensure that future development is compatible with airport operations, public safety, and the surrounding community.

For these reasons, we support the proposed ordinance and appreciates the City's continued efforts to encourage responsible economic development that supports the long-term growth of the region.

Sincerely,

Kevin Daugherty, AAE
Director of Airports

ECONOMIC DEVELOPMENT COMMISSION
FLORIDA'S SPACE COAST

April 28, 2026

**Titusville City Council**
City of Titusville, Florida
555 South Washington Avenue
Titusville, FL 32796

**Re: Support for Proposed Ordinance No. XX-2026 – Aerospace and Defense Related Manufacturing in the PID District**

Dear Mayor and Members of the City Council,

On behalf of the Economic Development Commission of Florida's Space Coast (EDC), I am writing to express our strong support for proactive efforts by the City to advance industrial building development and site readiness as critical enablers for sustaining industrial progress across the region.

As the lead economic development organization for Florida's Space Coast, the EDC advocates for a competitive business climate, promotes the Space Coast as a premier location for innovation, and advances initiatives that strengthen our military and high-tech sectors. Supporting proactive efforts by municipalities to advance industrial development and site readiness aligns directly with the EDC's strategic plan to drive expansion in key regional industry sectors, including aerospace and aviation, advanced communications, electronics, high-tech manufacturing, and emerging technologies.

Ordinance No. XX-2026, amending the City's Land Development Regulations to create "Aerospace and Defense Related Manufacturing" as an authorized use in the Planned Industrial Development (PID) District is a step in the right direction as a timely and necessary update that positions Titusville to capitalize on one of the most dynamic and fast-growing industry sectors in the region.

Titusville sits at the heart of Florida's Space Coast, adjacent to Kennedy Space Center, and Cape Canaveral, and Space Coast Regional Airport. Since 2011, Brevard County has experienced strong growth in the aerospace and defense industries, with major employers and suppliers expanding operations across the region—from commercial launch providers and satellite manufacturers to defense contractors and aviation maintenance operators. Yet the City of Titusville's current land use regulations have not kept pace with the necessary flexibility and speed to market required by industrial users considering the region.

The revised allowable uses proposed in this ordinance are essential to attracting and retaining the types of businesses that define the future of our local economy. Aerospace and defense employers consistently offer some of the highest wages in any sector, with average salaries significantly above regional and national medians.

Expanding the permitted use framework in the PID District sends a clear signal to industry that Titusville is open for business and prepared to support its operational needs.

The addition of complementary provisions — including on-site employee daycare and parking structures as accessory uses — demonstrates a commitment to the quality workforce environment these employers require. A thriving aerospace and defense cluster means more high-quality jobs, a more diverse economy, and lasting economic resilience for the region.

We respectfully urge the Council to adopt this ordinance. The Space Coast's competitive advantage depends on proactive regulatory environments, and this update is a critical step in that direction.

Sincerely,

Lynda Weatherman
President & CEO

# City of Titusville

"Gateway to Nature and Space"

REPORT

**To:** Members of the City Council

**From:** Thomas Abbate, City Manager

**Subject:** **Conditional Use Permit (CUP) No. 6-2025 - River Palms II**

**Department/Office:** Community Development

**Recommended Action:**

Find the request to be inconsistent with the Comprehensive Plan and Land Development Regulations (LDR); specifically, FLUE Policy 1.17.3, CME Objective 1.2, and Sections 30-63(e), 30-64(e), 30-64(g), 30-272 and 30-332 of the LDRs. As the date of the staff's report the application lacked the information necessary to determine consistency with the comprehensive plan and Code. On May 20, 2026, the applicant submitted an environmental report and a traffic statement. The City's staff has not had sufficient time to review the additional information. Enclosed is a memo from the City's legal office regarding the City's authority to regulate submerged land in the Indian River Lagoon, (This is a quasi-judicial item.)

**On May 20, 2026, the Planning and Zoning Commission recommended denial of the CUP for the following reasons: (1) [Comprehensive Plan Future Land Use Element] Shoreline Mixed Use Strategy 1.12.3.3 support moderate scale mixed-use development on US Highway 1 that benefits from proximity to the waterfront is not in compliance; (2) [Comprehensive Plan Future Land Use Element] Natural Resources Policy 1.17.3 Submerged Lands within the Indian River Lagoon shall only be utilized for water related development and specifically states marinas, docks, boats, and ramps which signify the intent of the code; (3) Questions that it meets the Coastal Management Element based on the evidence provided; and (4) As result of the applicants' actions, the land to the north becomes non-conforming, which is unacceptable.**

**Summary Explanation & Background:**

The applicant, Robert Kodsi on behalf of the owner, River Palms Riverfront Development II, LLC., is requesting a Conditional Use Permit (CUP) to alter the shoreline of the Indian River Lagoon and to construct buildings, parking lot and retention areas within 50-feet of a bulkhead line. The applicant's stated purpose is to develop office and medical buildings. The property is located on the east side of S. Washington Avenue (U.S. Highway 1) and south of the Riverside Drive intersection. The Brevard

County Parcel I.D. is No. 22-35-10-AZ-6.01.

The Shoreline setback is 25-feet for all buildings and structures. Buildings and structures will be located within the existing 25-foot shoreline. However, after alteration and fill in the Lagoon, the proposed buildings and structures will be located 25-feet from the new shoreline.

**Alternatives:**

- Approve the CUP as presented.
- Approve the CUP with conditions.
- Send the CUP to the TEC for recommendation to Council.
- Deny the CUP.

**Item Budgeted:**

**Source/Use of Funds/Budget Book Page:**

**Strategic Plan:**

**Strategic Plan Impact:**

**ATTACHMENTS:**

1. Request to continue
2. Staff Report CUP #6-2025
3. Application
4. Owner's Authorization Form
5. Deed
6. Registered Agent Sun Biz
7. Conceptual Site Plan
8. Survey
9. Legal Description
10. Preliminary Concurrency Application
11. River Palms II concurrency
12. Aerial (2024) CUP #6-2025
13. Zoning CUP #6-2025
14. FEMA Flood Zones CUP #6-2025
15. FLU CUP #6-2025
16. Soils CUP #6-2025

17. Wetlands CUP #6-2025
18. Address Label Map
19. Memo Re City Authority to Regulate Submerged Lands in the Indian River Lagoon
20. River_Palms_II_CUP6-2025_FINAL_with_ExhibitA
21. Traffic Statement 5-20-26
22. Additional River Palms Riverfront DEv Owner Auth
23. Owner Auth. River Palms Executed 5.18.26
24. Legal Ad CUP 6-2025__5-14-2026

**Parrish, Bradley**

| | |
|---|---|
| **From:** | Kim Rezanka <krezanka@LLR.Law> |
| **Sent:** | Friday, May 29, 2026 10:06 AM |
| **To:** | Connors, Andrew; Abbate, Thomas |
| **Cc:** | Parrish, Bradley; Treasure, Andriene; rob@tricondev.com |
| **Subject:** | Titusville City Council, June 9, 2026: CUP6-2025 (River Palms Riverfront Development II, LLC) |

Mayor Connors and City Manager Abbate,

On behalf of River Palms Riverfront Development II, I will be requesting a continuance of the City Council hearing referenced above. The basis of the continuance is to allow sufficient time to conduct a new seagrass survey, based upon a document presented at P & Z on May 20th. In order to conduct the seagrass survey during optimum conditions, it cannot be done until mid to late July.

There were other issues raised during the P & Z Hearing that are also being investigated, including the bulkhead line and potential reconfiguration of the proposed development.

I will be asking for a continuance to the August 25, 2026, City Council meeting. I will be present at the June 9th Council Meeting to request this in person.

Thank you for your consideration.

Sincerely,
**Kim Rezanka**

**LACEY REZANKA**
6013 Farcenda Place, Suite 101
Melbourne, FL 32940
*krezanka@llr.law*
Office 321.608.0892

# City of Titusville

## Planning Department Staff Report

## Conditional Use Permit

## CUP No. 6-2025 – River Palms II

| | | |
|---|---|---|
| **Meeting Dates:** | Planning and Zoning Commission: | May 20, 2026 |
| | City Council Public Hearing: | June 9, 2026 |
| **Prepared By:** | Eddy Galindo, AICP, Principal Planner | |
| **Applicant(s):** | Robert Kodsi, Applicant, on behalf of the owner, River Palms Riverfront Development II, LLC. | |
| **Applicant's Request:** | Approval of a Conditional Use Permit to allow alteration of the shoreline. | |
| **Staff Recommendation:** | Consider CUP No. 6-2025 | |



# BACKGROUND INFORMATION

The applicant is requesting a Conditional Use Permit (CUP) to alter the shoreline of the Indian River Lagoon and to construct buildings, parking lot and retention areas within 50-feet of a bulkhead line. The applicant's stated purpose is to develop office and medical buildings. The property is located on the east side of S. Washington Avenue (U.S. Highway 1) and south of the Riverside Drive intersection. The Brevard County Parcel I.D. is No. 22-35-10-AZ-6.01.

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# PROPERTY INFORMATION

### Existing Use, Future Land Use, and Zoning

| Existing Use | Future Land Use | Zoning |
|---|---|---|
| Vacant | Shoreline Mixed Use | Shoreline Mixed Use (SMU) |

# SURROUNDING PROPERTY INFORMATION

### Existing Use, Future Land Use, and Zoning

| Location | Use | Future Land Use | Zoning |
|---|---|---|---|
| North | Multifamily Residential (Condominiums) | Shoreline Mixed Use | Shoreline Mixed Use (SMU) |
| South | Townhomes | Shoreline Mixed Use | Shoreline Mixed Use (SMU) |
| East | Indian River Lagoon Shoreline | N/A | N/A |
| West | S. Washington Ave (U.S. Highway 1) Right of Way | N/A | N/A |
| | Titusville High School | Downtown Mixed Use | Public (P) |
| | Restaurant | Downtown Mixed Use | Tourist (T) |
| | Motel | Downtown Mixed Use | Tourist (T) |
| | Multifamily | Commercial High Intensity | Tourist (T) |
| | Office | Commercial High Intensity | Community Commercial (CC) |

DRAFT

# STAFF ANALYSIS

## Conditional Use Criteria

Section 34-76 of the LDRs states that before any Conditional Use is granted, City Council shall apply the standards set forth below and shall determine that satisfactory provisions and arrangements of the following factors have been met by the petitioner, where applicable. The following are staff's findings based on the CUP request.

1) Compliance with all elements of the Comprehensive Plan;

*Staff comment:* *The proposed development may conflict with the Comprehensive Plan.*

***Future Land Use Element (FLUE) Policy 1.17.3***

*The alteration of the shore with fill in order to create new land and accommodate the proposed development could be inconsistent with FLUE Policy 1.17.3. The Policy states "Submerged lands within the Indian River Lagoon shall only be utilized for water related development (i.e., marinas, docks, boat ramps, etc.) and only after review and permitting by the appropriate State and/or Federal regulatory agency(s). Submerged lands within the Indian River Lagoon shall not be utilized for any land use density or intensity. Development rights under the comprehensive plan may not be transferred from these submerged lands to uplands."*

***Coastal Management Element (CME) Objective 1.2 and subsequent Policies and Strategies of the Comprehensive Plan.***

*The alteration of the shore may conflict with the Coast Management Element (CME) of the Comprehensive Plan. Specifically, the CME Objective 1.2 "protect marine grassbeds… coastal marshes… marine species…" and subsequent Policies and Strategies address the removal of native vegetation in the littoral zone 1.2.1, protection of marine life 1.2.2, impacts to grassbeds 1.2.3 prohibited unless follow criteria in 1.2.3.1, dredge and fill 1.2.5, and the protection of endangered species 1.2.6. No information such as an environmental study was submitted to address these concerns.*

***Coastal Management Element (CME) Goal 4, Peril of Flood, Sea Level Rise and Vulnerability Assessment.***

*The 2015 Peril of Flood Act required the City to adopt comprehensive plan policies to address the risk from sea level rise. CME Goal 4 states, "New development, redevelopment, and investment in public facilities, utilities, and infrastructure shall be managed and regulated to reduce flood risk in the coastal storm area…" The property was identified on the City's vulnerability assessment as at risk from flooding. The property is also located in a floodplain. At a minimum, compensatory storage would be required [Sec 30-103]. No information was submitted to justify the alteration.*

2) Ingress and egress to the property and proposed structures thereon, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire and catastrophe shall be:

   a. Adequate to serve the proposed use without burdening adjacent and nearby uses, and

   b. Built to applicable City standards, if any.

Burdening adjacent and nearby uses means increasing existing traffic on the closest collector or arterial road by more than twenty (20) percent, or ten (10) percent if the new traffic is primarily comprised of heavy vehicles, except where the affected road is at level of service A or B. New traffic generated by the proposed use shall not cause the adopted level of service for transportation on applicable roadways, as determined by applicable Brevard County standards, to be exceeded. Where the design of a public road to be used by the proposed use is physically inadequate to handle the numbers, types or weights of vehicles expected to be generated by the proposed use without damage to the road, the conditional use permit cannot be approved without a commitment to improve the road to a standard adequate to handle the proposed traffic, or to maintain the road through a maintenance bond or other means as required by the City Council.

*Staff comment: The concept plan proposes two driveways to S. Washington Avenue (U.S. Highway 1); one point of ingress and one egress.*

*It appears the plan will be adequate, operationally. The concurrency calculations show that the section of US-1 does have capacity available to handle the new trips this site will add. A traffic study will quantify traffic flow, roadway capacity, delays, queues and other traffic parameters. Improvements that may come out of such a study will include lengthening turn lanes, traffic signal retiming, and right run lane into the site. A traffic study was not submitted for review.*

*The driveways will be built to City and FDOT standards and criteria for US-1.*

*The Fire Department did not express any concerns or objections to the request provided the site plan meets the requirements of the Florida Fire Prevention Code.*

3) Nuisance factors detrimental to adjacent and nearby properties and the City as a whole, including, but not limited to, traffic, lights, noise, odor, smoke, glare, electrical interference and/or mechanical vibrations;

*Staff comment: The applicant is requesting to alter the shoreline with fill in order to accommodate office and medical buildings, ancillary parking lot and drainage dry retention areas.*

*Per Section 30-64(g) the applicant should be required to submit plans, test results or other professionally accepted information that affirmatively demonstrates that the proposed shoreline stabilization project will not:*

*(1) adversely impact water quality;*

*(2) result in the loss of shoreline and aquatic vegetation;*

*(3) adversely affect adjacent properties;*

*(4) increase the waterward extension of the existing shoreline, except as provided in Section 30-64(e); and*

*(5) adversely affect the flow of water or create a navigational hazard.*

*No information was submitted to address the above criteria described in Section 30-64(g) of the Code.*

4) The proposed conditional use shall not cause the adopted level of service for solid waste disposal, potable water, or wastewater to be exceeded.

*Staff comment: The proposed development will not exceed the level of service standards for* solid waste disposal, potable water and wastewater.

5) The proposed conditional use must have existing or proposed screening or buffering, with reference to type, dimensions and character to eliminate or reduce substantial, adverse nuisance, sight, or noise impacts on adjacent and nearby properties containing less intensive uses.

*Staff comment: The required landscape yard types are outlined in Section. 30-332 of the Code. The concept plan does not demonstrate compliance with the required perimeter landscape (buffer) yards. The arterial road landscape yard is 30-feet.*

6) Proposed signs and exterior lighting shall not cause unreasonable glare or hazard to traffic safety, or interfere with the use or enjoyment of adjacent and nearby properties.

*Staff comment: The applicant did not provide information related to signage. The location of a ground sign is not labeled on the concept plan.*

7) Hours of operation of the proposed use shall be consistent with the use and enjoyment of the properties in the surrounding residential community, if any. For commercial and industrial uses adjacent to or near residential uses, the hours of operation shall not adversely affect the use and enjoyment of the residential character of the area.

*Staff comment: The applicant did not indicate hours of operation.*

8) Off-street parking and loading areas, where required, shall not be created or maintained in a manner which adversely impacts or impairs the use and enjoyment of adjacent and nearby properties. For existing structures, the applicant shall provide competent, substantial evidence to demonstrate that actual or anticipated parking shall not be greater than that which is approved as part of the site plan under applicable City standards.

*Staff comment: The proposed development does not appear to meet the minimum number of parking spaces for office and medical uses. The buildings will have office and medical uses, which have separate parking requirements per Section 9.16 of the Transportation Technical Manual [Sec 30-272]. Assuming each building will have a separate use (17,700 office * 300 = 59) + (17,700 medical * 200 = 89) = 148 minimum required parking spaces. The applicant is proposing 118 spaces using the demand for an office only. Insufficient parking could have an impact on adjacent or nearby properties.*

9) Required yards and other open spaces.

*Staff comment: The required yards include the front, rear and side yards, open space and the minimum 25 percent breezeway standard.*

*The plan proposes to alter the shoreline with the addition of fill.* ***The buildings and parking will be 25-feet from the new shoreline.*** *Open space is not a requirement of the SMU zoning district. The concept plan does appear to meet the Shoreline Overlay minimum 25 percent "breezeway" standard. The breezeway is an unobstructed vertically and in a straight line from the front to the rear of the parcel.*

10) General compatibility with adjacent properties and other property in the district.

*Staff comment: Compatibility refers to the degree to which the development aligns with the regulations and the general area.*

*In addition to the comprehensive plan and zoning, the staff referenced the 2007 US-1 Corridor Master Plan for compatibility. The Plan was adopted to guide development along the US-1 Highway. The purpose of the guidelines was to minimize the effects of development within the Shoreline Mixed Use district. The guidelines state the City should adopt graduated setbacks based on lot depth, encourage water related uses, consider a maximum building height of 35-feet, maintain breezeways and scenic vistas, orient*

*buildings to the street and pedestrian areas, incorporate innovated stormwater management systems, incorporate native landscaping, integrate public access such as the proposed trail on the east side of US-1, minimize driveway access points, et cetera. [page 109-110]. Each of these items are addressed in various sections of the Code.*

*The applicant desires to alter the shoreline with fill in the Indian River Lagoon to accommodate the construction of two buildings with three floors, parking and dry retention areas for stormwater. Parking is to be provided under the buildings and surface lots. Retention areas are proposed in the new 25-foot shoreline setback.*

*Townhomes with two floors are located to the south, several one-floor single-tenant commercial buildings and Titusville High School are located west of US-1, and the River Palms condominium development is located immediately to the north. Several structures were built prior to the current parking and stormwater requirements. The River Palms development is a nonconforming structure.*

*With the exception of the River Palms development, the proposed buildings and ancillary uses are generally compatible with the surrounding area and zoning. The building heights will not exceed 35-feet and the new setbacks will be met after construction and alteration of the shoreline. However, the project could better align with development in the area by reducing the number of driveways, redesign the width and orientation of the buildings so as to not encroach into the existing shoreline setback, and incorporate innovative stormwater systems such as low impact development best management practices [Sec 11 LID Manual]. The sidewalk along US-1 could be widened or relocated to connect with the future trail [Sec 9.14 Transportation Technical Manual and FLUE Strategy 1.12.2.1].*

11) Whether the proposed change is out of scale with the needs of the neighborhood or the City.

*<u>Staff comment</u>: The scale of the development refers to the size and scope of the land use and building regulations that apply to the area.*

*Townhomes with two floors are located to the south, several one-floor single-tenant commercial buildings and Titusville High School are located west of US-1, and the River Palms condominium development is located immediately to the north. The River Palms development is a nonconforming structure.*

*With the exception of the River Palms condo development the overall scale of the surrounding area is one to two floor structures with single uses. The proposed two buildings with three floors may be considered out of scale due to the request to alter the shore and fill in the Lagoon. Reducing the scale of the proposed development without altering the shore is an alternative that would bring the development closer in scale with the surrounding neighborhood [FLUE Strategy 1.12.3.3].*

Section 34-76(c) of the Code states, “Without limiting the foregoing, City Council may require additional conditions, including limiting the permit to a specified duration. All additional conditions or requirements authorized by this section are enforceable in the same manner and to the same extent as any other applicable requirements of these regulations.”

*<u>Staff comment</u>: The applicant did not provide information consistent with the Shoreline Protection Ordinance.*

*Section 30-63(e)(1) of the Land Development Regulations prohibits buildings and structures within the minimum 25-foot shoreline setback. The concept plan illustrates a parking lot and buildings within the <u>existing</u> 25-foot setback. However, after altering the shore with fill in the Indian River Lagoon, the parking lot and buildings will be setback 25-feet from the <u>new</u> water line.*

*The maximum impervious coverage permitted in the 25-foot shoreline setback is 35 percent [Sec 30-63(e)(5)]. The maximum impervious coverage appears to be exceeded within the existing 25-foot shoreline setback. However, after altering the shore with fill in the Indian River Lagoon, the impervious surfaces within the new 25-foot setback may be below the 35 percent threshold.*

*A densely planted shoreline of viable native vegetation, a minimum of ten (10) feet in width for the entire length of the shoreline is required per Section 30-64(b)(1)b of the Code. The concept plan illustrates a retention area located in the new 25-foot shoreline setback. No information was provided related to a planted shoreline.*

*Altering the shoreline requires a separate Titusville Surface Water permit per Section 30-64 of the Code. The permit should include a densely vegetated shore per Section 30-64(b)(1)b and other requirements as determined by the Administrator, including low impact development (LID) best management practices (BMPs) [Sec 30-64(b)(7)]. The City encourages the use of Low Impact Development (LID) Best Management Practices (BMPs) in the design of sites and subdivisions to better protect water quality and reduce flooding risks [Sec 11.1 LID Technical Manual]. The concept plan illustrates a retention area located in the new 25-foot shoreline setback. The applicant did not propose a densely vegetated shore nor LID BMPs.*

*The concept plan proposes a new rock revetment to be constructed along the shore. Section 30-64(e) of the Code prohibits new bulkheads; however, for those properties on the shoreline immediately between two (2) adjacent existing bulkheads, a reinforced rock revetment may be permitted. The shore is approximately 400-linear feet located between two existing bulkheads. Per Section 30-64(g) of the Land Development Regulations, any proposed shoreline stabilization, the applicant must provide plans, test results or other professionally accepted information that affirmatively demonstrates that any proposed shoreline stabilization project will not:*

*(1) adversely impact water quality;*

*(2) result in the loss of shoreline and aquatic vegetation;*

*(3) adversely affect adjacent properties;*

*(4) increase the waterward extension of the existing shoreline, except as provided in subsection (e) of this section; and*

*(5) adversely affect the flow of water or create a navigational hazard.*

*The applicant did not submit information to address the above criteria described in Section 30-64(g) of the Code.*

**RECOMMENDATION:**

Find the request to be inconsistent with the comprehensive plan and land development regulations (LDR); specifically, FLUE Policy 1.17.3, CME Objective 1.2, and Sections 30-63(e), 30-64(e), 30-64(g), 30-272 and 30-332 of the LDRs. The application lacks information necessary to determine consistency with the comprehensive plan and Code.

For the Council to make an informed decision, the applicant should be required to submit the following information with the CUP application.

1. Reduce the scale of the project to not require fill in the Lagoon and remove all proposed land use or structures within the existing shoreline setback per Section 30-63(e), including parking facilities and structures that which cover more than the maximum impervious coverage of the shoreline setback area. Otherwise, submit a Titusville Surface Water permit to alter the

shoreline consistent with the requirements described in Section 30-64 of the Land Development Regulations.

a. Per Section 30-64(g) of the Land Development Regulations, submit plans, test results or other professionally accepted information that affirmatively demonstrates that the proposed shoreline stabilization project will not: (1) adversely impact water quality; (2) result in the loss of shoreline and aquatic vegetation; (3) adversely affect adjacent properties; (4) increase the waterward extension of the existing shoreline, except as provided in Section 30-64(e); and (5) adversely affect the flow of water or create a navigational hazard. The permit will be issued for one of the following shoreline stabilization strategies.

    i. Rock revetment consistent with standards described in Section 30-64(f)(2) of the Land Development Regulations provided the property qualifies per Section 30-64(e)(1)b. The bulkhead portion of the structure shall be located above the mean annual flood line.

    ii. If rock revetment is determined to be prohibited, then a City surface water permit shall be obtained per Section 30-64(f) of the Code. Plant a living shoreline as the preferred shoreline stabilization technique as stated in Section 30-64(f)(1). A living shoreline is defined as an erosion management technique, such as the strategic placement of plants, stone, sand, and other structural and organic materials, that is used primarily in areas with low to moderate wave energy, and is designed to mimic natural coastal processes [Sec. 30-64(f)(1)].

2. Demonstrate compliance with the requirement for a densely planted shoreline of viable native vegetation, a minimum of ten (10) feet in width for the entire landward length of the shoreline [Sec. 30-64(b)(1)b]. Submit a landscape plan.

3. Propose low impact development (LID) best management practices (BMPs) as described in City Ordinance 30-2021, as amended, including a minimum of one bioswale, biofiltration system, rain garden, pervious pavement, drip irrigation, and an underground storage/retention system.

4. Demonstrate compliance with all landscape requirements described in Chapter 30, Article III, Division 10 of the Land Development Regulations by submitting a landscape plan.

5. Submit a parking study.

6. Submit a traffic study.

DRAFT

Titusville
Gateway to Nature & Space

# APPLICATION FOR CONDITIONAL USE PERMIT

Please submit electronically a completed application including required submittals to the Planning Department for payment and meeting scheduling. Chapter 34 of the Titusville Land Development Regulations contains the instructions for filing and the required exhibits. INCOMPLETE APPLICATIONS SHALL NOT BE ACCEPTED.

| | | |
|---|---|---|
| **1. Project Information** | Project Name: RIVER PALMS II | Property Address/Location Description: TBD |
| **2. Applicant/ Owner** | Name of Applicant/Contact: ROBERT KOOS; | Name of Owner: RIVER PALMS RIVERFRONT OBV II, LLC |
| | Street Address: 6525 3RD STREET #409 | Street Address: |
| | City: ROCKLEDGE State: FL Zip: 32955 | City: State: Zip: |
| | Telephone #: (321) 453-5360 Fax #: | Telephone # Fax #: |
| | E-Mail Address: Rob@Tricondev.com | E-Mail Address: |
| **3. Applicant Status** | ☒ Owner ☐ Tenant ☐ Agent ☐ Other | |
| **4. Parcel ID** | 22-35-10-AZ-601 | **Tax Acct.** 2205816 |
| **5. Site Size (Attach Legal Description)** | Acres: SEE ATTACHED SURVEY Square Feet: | |
| **6. Current Land Uses** | Identify the land uses located on-site and adjacent to the subject site (identify "all" uses that touch property on each boundary), such as grocery store, citrus farm, office, single family residential, etc.:<br>**SUBJECT SITE:**<br>**NORTH:** CONDOMINIUM<br>**SOUTH:** TOWNHOUSE<br>**EAST:**<br>**WEST:** | |
| **7. Current Designation** | Future Land Use: | Zoning: SMU |

| | | | | |
|---|---|---|---|---|
| **8. Building Status** | Existing Building(s) on the site? NONE | | New Buildings Proposed? TWO | |
| **9. Operating Schedule** | (Hours of operation, size of operation) | | | |
| **10. Note any previous CUPs on the site** | SUBJECT PROPERTY HAD TWO STRUCTURES THAT WERE RAZED. | | | |
| **11. Check other applications submitted** | Conditional Use ☐ | Vacation of Easement ☐ | Master Plan Approval ☐ | Rezoning ☐ |
| | Vacation of Right of Way ☐ | Site Plan ☐ | Subdivision/ Plat ☐ | Other: |
| **12. Narrative** | Please provide a brief description of your request and the proposed project: (Attach separate narrative page if necessary)<br>PURSUANT TO SECTION 29-27, "ANY PROPOSED DEVELOPMENT LOCATED WITHIN FIFTY (50) FEET OF A BULKHEAD LINE OR ALTERING THE SHORELINE SHALL BE PROCESSED AS A CONDITIONAL USE IN ACCORDANCE WITH CHAPTER 34.<br>THE SUBJECT PROPERTY IS PROPOSED FOR DEVELOPMENT AS TWO CLASS A OFFICE AND MEDICAL BUILDINGS. | | | |

- **All applications shall require Community Development Staff review prior to submittal.**
- All applications shall be submitted to the Planning Department electronically and officially logged in by **end of business day**.
- Tentative hearing dates are scheduled approximately 4 months from the time a completed application is submitted.
- Incomplete applications will not be accepted and will not be considered to be officially submitted until the appropriate information and fees are submitted. Meeting dates for incomplete applications will not be set until all required information and fees are submitted.
- Petitions requiring review from other boards or commissions prior to being forwarded to the Planning and Zoning Commission and City Council are not guaranteed placement on the originally scheduled date(s).
- All meeting agendas will be posted on the City's web site and staff reports for the request can be obtained by contacting the Planning Department at 321-567-3782.

## ACKNOWLEDGEMENT

1. I am the owner and/or legal representative of the owner of the property described, which is the subject of this application.
2. All answers to the questions in said application and all surveys and/or site plans and data attached to and made a part of this application are honest and true to the best of my knowledge and belief. By my signature below, I acknowledge that I have complied with all submittal requirements and that this request package is complete. I further understand that an incomplete application submittal may cause my application to be deferred.
3. Should this application be granted, I understand that any condition(s) imposed upon the granting of this request shall be binding to the owner, his heirs, and successors in title to possession of the subject property.
4. I understand that I must attend all applicable meetings and have been informed of the meeting date(s) and time(s). I understand that if I fail to appear at an applicable meeting, the appropriate Board or Commission may either table or deny the request.
5. I understand that my request if approved does not encumber provision of utility, road or other City infrastructure capacity. The analysis provided by staff of existing levels of service for public facilities and services in the vicinity of the parcel identified in this application is a non-binding analysis, and does not guarantee capacity will be available in the future or encumber/reserve capacity for any period of time.

This matter is subject to quasi-judicial rules of procedure. Interested parties should limit contact with the City Council, Board of Adjustment & Appeals, and Planning & Zoning Commission on this topic to properly noticed public hearings or to written communication to the City Clerk's Office, City of Titusville, P.O. Box 2806, Titusville, FL 32781

/s/ _____ 5/14/2025
(Signature*) (Date)

* *By entering your name in the "Signature" box above, you are signing this Application electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Application. By entering your name in the "Signature" box above, you consent to be legally bound by this Application's terms and conditions.*

Date received: _____

Accepted by: _____

Gateway to Nature & Space

## SUBMITTAL CHECKLIST

(Development Review Procedures Manual Section 7)

Please fill out the following and submit the documents to the Planning Department electronically. Payment of fees does not ensure a favorable decision. Additional information may include documents initially waived at the pre-application meeting but subsequently determined necessary by staff.

| | | |
|---|---|---|
| 1. | Complete Application and Fees | ☐ |
| 2. | Warranty Deed | ☑ |
| 3. | Notarized Owner Authorization Form (If applicable) | ☐ |
| 4. | Legal Description (from a certified survey in Microsoft Word format) | ☑ |
| 5. | Certified Survey (sealed and containing permanent reference points as described by Chapter 177, Florida Statutes, with bearings, distances and closures) | ☑ |
| 6. | Conceptual Site Plan (minimum 24" x 36") in hardcopy or electronic in PDF format. | ☐ |
| 7. | Names, addresses and address labels for all property owners within 500 feet of the subject property.<br>*Note: This listing is available from either the Brevard County Property Appraiser's Office or the City of Titusville Planning Department. Current charge for this service is $35.00.* | ☐ |
| 8. | Pre-Application Meeting Date:<br>Staff in Attendance: | ☐ |
| 9. | Completed Concurrency Application | ☐ |

THE CONCEPTUAL PLAN SHALL INCLUDE THE FOLLOWING:
(Development Review Procedures Manual Section 7)

| | | |
|---|---|---|
| 1. | All property lines and easements | ☐ |
| 2. | The general location and size of all existing and proposed structures and parking areas. | ☐ |
| 3. | All required landscaping, buffering, or screening. | ☐ |
| 4. | General location of ingress and egress to the property | ☐ |

# CONCURRENCY

**City of Titusville**
**Preliminary Concurrency Assessment**

Project Name: _____
Project Location: _____
Submitted By: _____ Date: _____
Company Name: _____ Email: _____

## Concurrency Assessment Requirements

1. Project Developer/Engineer: _____
   Address: _____
   _____
   City: _____ State: _____ Zip: _____
   Email: _____ Phone: _____ Fax: _____
2. Property Owner: _____
   Address: _____
   _____
   City: _____ State: FL Zip: _____
   Email: _____ Phone: _____ Fax: _____
3. Size of proposed development (acres): _____
4. Parcel ID Number: _____
5. Tax Account Number: _____
6. Name of Primary Access Point(s): _____
   _____
   _____
7. Name of Secondary Access Point(s): _____
   _____
   _____
8. Are there any existing structures or improvements on the site. Yes: ☐ No: ☐
   If yes please describe: _____
   _____
   _____
   _____
9. Proposed Use(s):
   Residential Uses ☐ Single Family Number of Lots: _____
   ☐ Multi-family Number of Units: _____
   No. of Buildings: _____ Bldg. Height: _____ (ft)

   Non-Residentail Use Use: _____ Area: _____ ($ft^2$)
   Use: _____ Area: _____ ($ft^2$)
   Use: _____ Area: _____ ($ft^2$)
   Use: _____ Area: _____ ($ft^2$)

(For non-residential uses include type from list below with square footage of each type proposed.)

| | | | | |
|---|---|---|---|---|
| Medical Office | Retail Under 50,000GSF | Auto Repair | General Reacreation | College |
| Hospital | Retail 50,00 to 99,999 GSF | Car Wash | Day Care Center | Office Park |
| Veterinary Clinic | Retail 100,000 to 299,999 GSF | Convenience Market (24hr) | Church | Office under 10,000 GSF |
| Service Stations | Retail 300,000 to 499,999 GSF | Conenience Market w/gas & fast food | Movie Theater | Office over 10,000 GSF |
| New & Used Auto Sales | Retail over 500,000 GSF | Golf Course | School (Elementary) | Furniture Store |
| Manufactureing | Quality Restaurant | Racquet Club/Health Spa | School (Middle/Jr.) | Supermarket |
| Warehouse | Restaurant | Tennis Court | School (High) | Bank |
| Mini-Warehouse | Fast Food Restaurant w/Drive thru | Marina | Junior College | Bank w/Drive-In |
| General Industrial | | | | |

For uses not listed contact the Planning Department at (321) 567-3782.
Email completed application form to the City of Titusville Planning Department for evaluation/assessment.

Gateway to Nature & Space

# OWNER'S AUTHORIZATION FORM

This authorization form is for:
- ☐ Annexation (ANX)
- ☐ Comprehensive Plan Amendment (CPA)
- ☐ Conditional Use Permit (CUP)
- ☐ Development Agreement (DA)
- ☐ Easement Vacation (EAS)
- ☐ Master Plan (MP)
- ☐ Planned Development (PD)
- ☐ Rezoning (REZ)
- ☐ Right-of-Way Vacation (ROW)
- ☐ Small Scale Amendment (SSA)
- ☐ Variance (VAR)

Date: June 27, 2025

To: City of Titusville
Attn: Planning Department
555 S. Washington Avenue
Titusville, FL 32796-3584

PROJECT DESCRIPTION: Two Office Buildings

PROJECT ADDRESS: TBD

PARCEL ID# OR TAX ACCT #: 2205816

Please accept this documentation as authorization for David Menzel to apply for the above selected request.
(Name of Applicant)

Property Owner Signature

Robert Kodai
Property Owner Name (Please Print)

6525 3rd Street #409
Street Address

Rockledge, FL 32955
City, State, Zip code

(321) 453-5360
Telephone Number

**Please Note:** If the property is owned by a corporation, trust, et cetra, documentation must be included with this authorization form to prove the person signing this document has the legal authority to do so. If this documentation is not submitted, the application will not be accepted.

TO BE COMPLETED BY NOTARY

State of Florida
County of BREVARD

Subscribed and sworn to before me on this 27th day of June, 2025
By Robert Kodai who is personally known to me or produced _____ as identification.

Notary Public Signature

My Commission Expires: August 1, 2028
Date

Notary Public State of Florida
Patti S. VanWalleghen
My Commission HH 567025
Expires 8/1/2028

CFN 2019222442, OR BK 8560 Page 2390, Recorded 10/10/2019 at 01:59 PM Scott Ellis, Clerk of Courts, Brevard County Doc. D: $0.70

PREPARED BY & RETURN TO:
Philip F. Nohrr, Esq.
GrayRobinson, P.A.
1795 West NASA Blvd.
Melbourne, FL 32901

PARCEL TAX ID # 22-35-10-02-*-16

## QUIT CLAIM DEED

**THIS QUIT CLAIM DEED**, executed this 4th day of October, 2019, by **RIVER LANDING HOTEL, INC., a Florida corporation**, Grantor, whose post office address is 6525 3rd Street #409, Rockledge, Florida 32955 to **RIVER PALMS RIVERFRONT DEVELOPMENT II, LLC, a Florida limited liability company**, whose post office address is 6525 3rd Street #409, Rockledge, Florida 32955, Grantee.

**WITNESSETH**, that Grantor, for and in consideration of the sum of **TEN AND NO/100THS DOLLARS ($10.00)**, in hand paid by Grantee, the receipt whereof is hereby acknowledged does hereby remise, release and quit-claim unto Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Florida, State of Florida, to wit:

**See Attached Exhibit A**

**SUBJECT TO** zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision or condominium, the reference to which shall not operate to reimpose the same; public utility easements of record; and any unpaid real estate taxes.

This instrument was prepared without examination of title by GrayRobinson, P.A. and no warranty or other representation is made by the preparer and no express or implied opinion is given as to marketability or condition of the title, the quantity of lands included therein, the location of the boundaries thereof or the existence of unpaid taxes, encumbrances or any other matters affecting the property or the nature of the title thereto.

**TO HAVE AND TO HOLD** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantors, either in law or equity, to the only proper use benefit and behoof of the Grantee forever.

## EXHIBIT A

## Legal Description

A portion of those lands subdivided as RIVERSIDE PARK according to the plat thereof as recorded in Plat Book 2, Page 14, and a portion of the Plat of BAYVIEW PARK, according to the plat thereof recorded in Plat Book 1, Page 64, all of the submerged lands described in Trustees Deed No. 21557 as recorded in Official Records book 25, Page 597 and all of the submerged lands described in Trustees Deed No. 24257 (1732-05) as recorded in Official Records book 146, Pages 274 and 275 and a portion of the submerged lands described in Trustees Deed No. 21927 (91-05) as recorded in Official Records book 146, Page 275 and all of the Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Lot 16, STATE TREE SHORES, according to the plat thereof recorded in Plat Book 4, Page 49, of said public records; thence S13°32'13"E, along the East line of Lots 16 through 28, of said STATE TREE SHORES, a distance of 783.94 feet, to the Southwest corner of said Lot 28 and a point on the East right of way line of South Washington Avenue (State Road No. 5, U.S Highway 1); thence S13°04'06"E, a distance of 4.03 feet, to the POINT OF BEGINNING of the herein described parcel; thence S13°04'06"E, continuing along said East right of way line, a distance of 66.70 feet, to a point of intersection with a non-tangent curve, concave Westerly, having a radius of 2,917.93 feet and a central angle of 06°27'32"; thence Southerly, continuing along said East right of way line, along the arc of said curve to the right, a distance of 328.94 feet (said arc subtended by a chord bearing S17°04'02"E, a distance of 328.76 feet), to a point of intersection with a non-tangent line; thence S13°30'56"E, continuing along said East right of way, a distance of 397.91 feet; thence S89°43'35"E, a distance of 267.00 feet; thence N21°15'22"W, a distance of 486.30 feet; thence N76°44'17"E, a distance of 448.52 feet, to a point of intersection with a non-tangent curve, concave Westerly, having a radius of 3,564.93 feet and a central angle of 06°48'33"; thence Northerly, along the arc of said curve to the left, a distance of 423.67 feet (said arc subtended by a chord bearing N16°48'05"W, a distance of 423.42 feet), to a point of intersection with a non-tangent line; thence S76°44'17"W, a distance of 442.02 feet; thence S16°48'43"E, a distance of 4.01 feet; thence S69°29'47"W, a distance of 200.29 feet, to the POINT OF BEGINNING; Containing 8.43 acres, more or less.

# Detail by Entity Name

Florida Limited Liability Company
RIVER PALMS RIVERFRONT DEVELOPMENT II, LLC

**Filing Information**

| | |
|---|---|
| **Document Number** | L19000232465 |
| **FEI/EIN Number** | 85-0748153 |
| **Date Filed** | 09/13/2019 |
| **Effective Date** | 09/13/2019 |
| **State** | FL |
| **Status** | ACTIVE |

**Principal Address**

6525 3RD STREET
SUITE 409
ROCKLEDGE, FL 32955

**Mailing Address**

6525 3RD STREET
SUITE 409
ROCKLEDGE, FL 32955

**Registered Agent Name & Address**

KODSI, ROBERT D
6525 3RD STREET
SUITE 409
ROCKLEDGE, FL 32955

Name Changed: 05/03/2022

Address Changed: 05/03/2022

**Authorized Person(s) Detail**

**Name & Address**

Title MGR

KODSI, MAURICE
6525 3RD STREET, SUITE 409
ROCKLEDGE, FL 32955

Title MGR

KODSI, ROBERT
6525 3RD STREET, SUITE 409
ROCKLEDGE, FL 32955

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2023 | 01/19/2023 |
| 2024 | 02/20/2024 |
| 2025 | 02/07/2025 |

**Document Images**

## OWNER

RIVER PALMS RIVERFRONT DEVELOPMENT II, LLC.
6525 3RD STREET, SUITE 409
ROCKLEDGE, FL 32955
TEL (321) 453-5360

## ENGINEER

MAI DESIGN BUILD, INC.
395 STAN DRIVE, SUITE B
MELBOURNE, FLORIDA 32904
TEL (321) 757-3034
FAX (321) 757-3088

## SURVEYOR

KANE SURVEYING, INC.
505 DISTRIBUTION DRIVE
MELBOURNE, FLORIDA 32904
TEL (321) 676-0427
FAX (321) 984-1448

## GENERAL STATEMENT

RIVER PALMS II DEVELOPMENT CONSISTS OF TWO 3-STORY OFFICE BUILDINGS. THERE ARE NO EXISTING BUILDINGS. PARKING IS PROVIDED UNDER THE TENANT SPACES WITHIN THE BUILDING AND OPEN PARKING SPACES.

## SITE DATA

| | |
|---|---|
| ZONING: | SHORELINE MIXED-USE (SMU), (TSA) |
| FUTURE LAND USE: | BUSINESS (NC) |
| PARCEL ID: | 22-35-10-AZ-*-6.01 |
| TAX ACCOUNT ID: | 2205816 |
| SITE GROSS AREA: | 2.20 ACRES (96,260 SF) |

| | ALLOWED | PROPOSED |
|---|---|---|
| MAXIMUM BUILDING HEIGHT: | 35' | 35' |
| MINIMUM LOT SIZE: | 10,000 SF | 96,260 SF |
| MINIMUM LOT WIDTH: | 100' | 843.67' |
| MAXIMUM LOT COVERAGE: | N/A | 54.25% |
| BUILDING COVERAGE: | 55% | 18.37% |
| MINIMUM BUILDING SEPARATION: | 20' | 420.1' |
| MAXIMUM WATERFRONT SETBACK COVERAGE: | 30% | 30% |
| BREEZEWAY: | 25% | 67.4% |

## BUILDING SETBACKS

| | REQUIRED | PROPOSED MIN. |
|---|---|---|
| FRONT (FRONTING STATE ROAD): | 25.0 FT | 25.0 FT |
| REAR (TO MEAN HIGH WATER): | 25.0 FT | 25.0 FT |
| SIDE NORTH: | 10.0 FT | 40.5 FT |
| SIDE SOUTH: | 10.0 FT | 68.2 FT |

## BUILDING CONSTRUCTION

BUILDING IS TYPE IIB CONSTRUCTION, FULLY SPRINKLERED

## AREA TABULATION

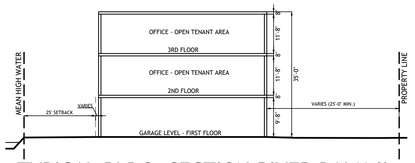
| IMPERVIOUS AREA | | | |
|---|---|---|---|
| PROPOSED BUILDINGS | 17,684 SF = | 0.40 ACRES | 18.37% |
| PAVEMENT & SIDEWALKS | 34,537 SF = | 0.80 ACRES | 35.88% |
| TOTAL IMPERVIOUS AREA | 52,221 SF = | 1.20 ACRES | 54.25% |
| PERVIOUS AREA | 44,039 SF = | 1.00 ACRES | 45.75% |
| TOTAL SITE AREA | 96,260 SF = | 2.20 ACRES | 100.00% |

## PARKING CALCULATIONS

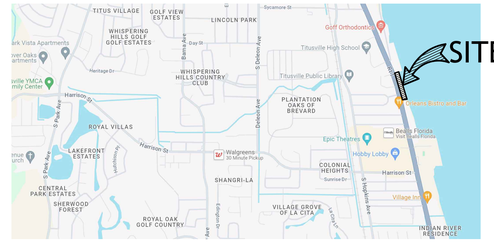
| | REQUIRED | PROPOSED |
|---|---|---|
| REGULAR SPACES: OFFICE: 35,400 SF 1 SPACE/300 SF AREA TOTAL PARKING: | 113 | 113 |
| ACCESSIBLE SPACES PER FACBC TABLE 208.2: TOTAL PARKING: | 5 | 5 |
| TOTAL SPACES: | 118 | 118 |

## STORMWATER RETENTION SYSTEM

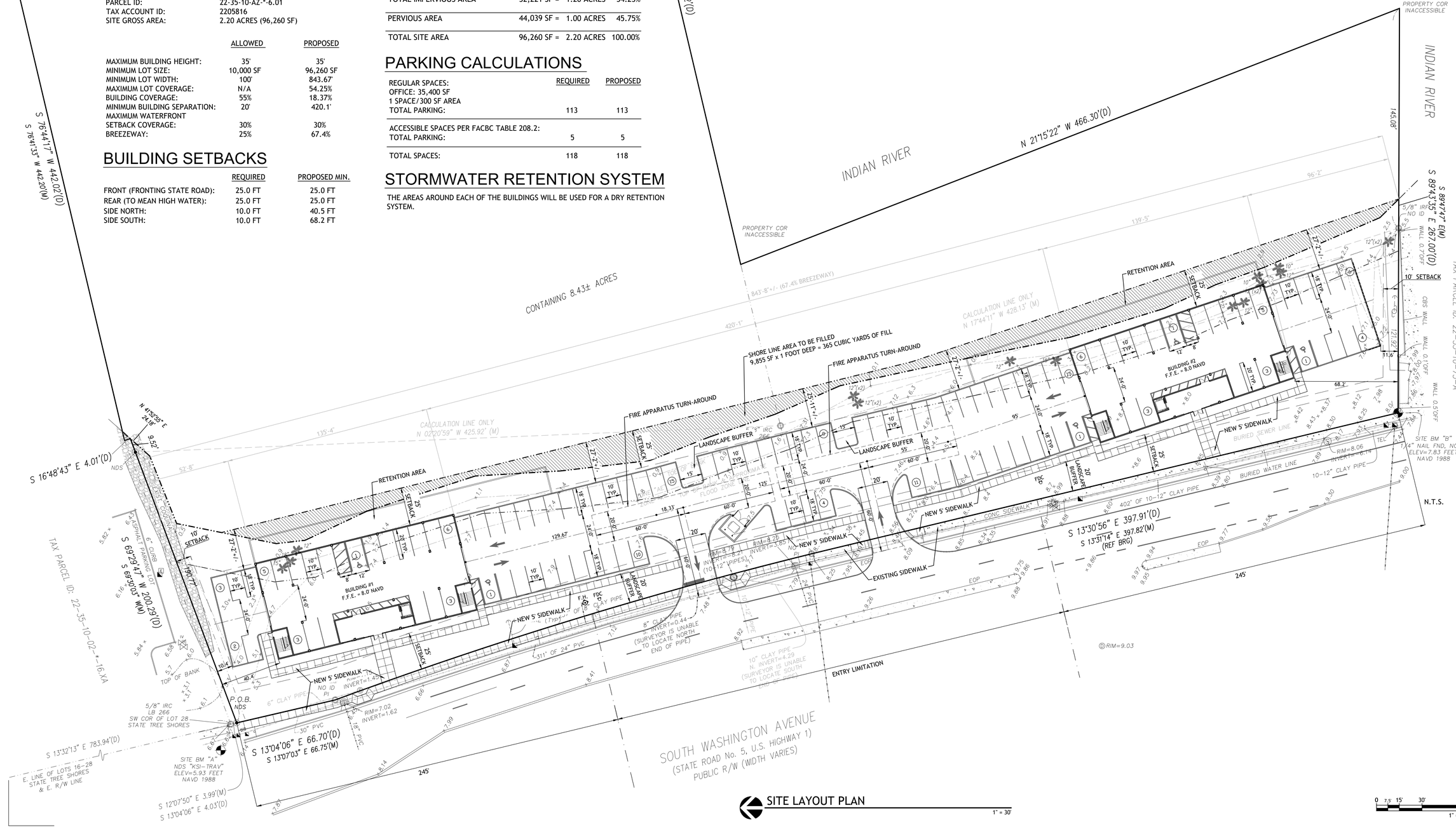
THE AREAS AROUND EACH OF THE BUILDINGS WILL BE USED FOR A DRY RETENTION SYSTEM.




TYPICAL BLDG. SECTION RIVER PALM II
(2 OFFICE BUILDINGS TOTAL)




VICINITY MAP
N.T.S.




SITE LAYOUT PLAN
1" = 30'

| NO. | REVISION | DATE |
|---|---|---|
| 1 | CITY OF TITUSVILLE C.U.P. | 6-9-2025 |

DAVID T. MENZEL
0030830

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# RIVER PALM II CONCEPTUAL SITE PLAN

TITUSVILLE, BREVARD COUNTY, FLORIDA

SITE LAYOUT PLAN

mai DESIGN BUILD
395 STAN DRIVE, SUITE B
MELBOURNE, FLORIDA 32904
PHONE: (321) 757-3034
FAX: (321) 757-3088
web: www.maidesignbuild.com
email:dmenzel@maidesignbuild.com
Cert. of Author. #31547

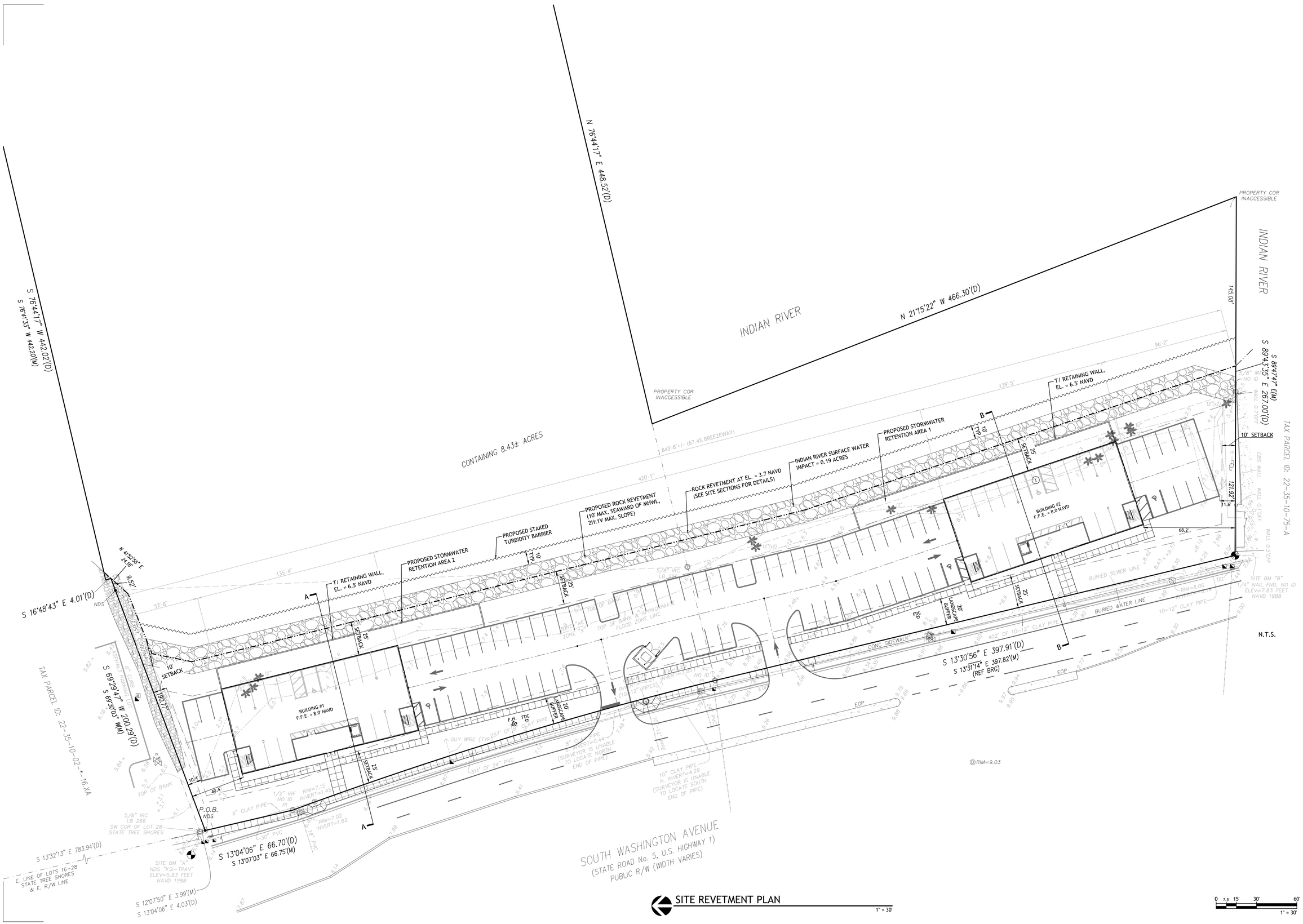
| | |
|---|---|
| Date: | 4-18-2024 |
| Scale: | 1" = 30' |
| Drawn: | RKIII |
| Checked: | DTM |
| Approved: | DTM |
| Proj #: | 2024-002 |

Sheet C-1 of

| NO. | REVISION | DATE |
|---|---|---|
| | | |

DAVID T. MENZEL
0030830

| NO. | REVISION | DATE |
|---|---|---|
| 1 | CITY OF TITUSVILLE C.U.P. | 6-9-2025 |




SITE REVETMENT PLAN
1" = 30'

0 7.5' 15' 30' 60'
1" = 30'

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# RIVER PALM II CONCEPTUAL SITE PLAN

TITUSVILLE, BREVARD COUNTY, FLORIDA

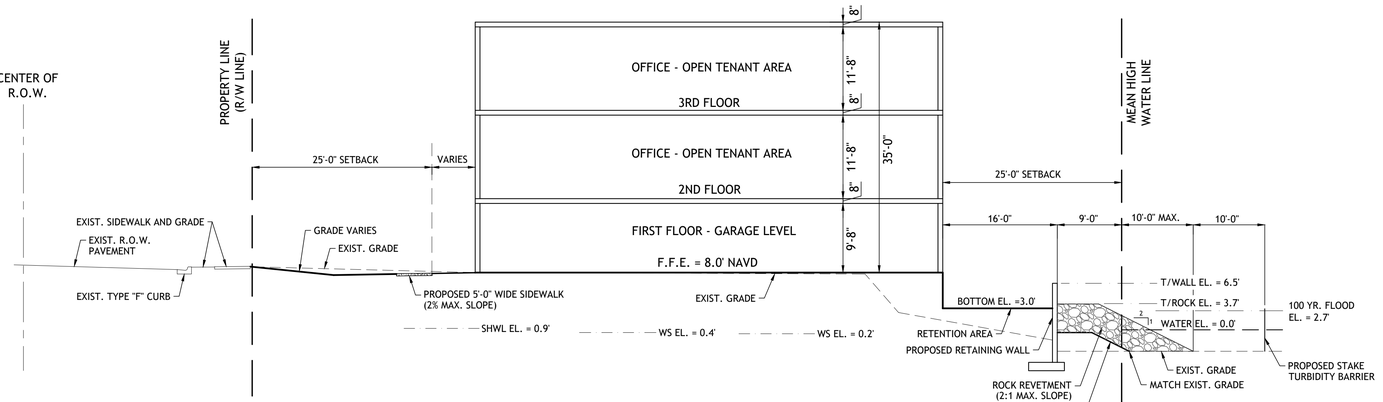
SITE REVETMENT PLAN

mai DESIGN BUILD
395 STAN DRIVE, SUITE B
MELBOURNE, FLORIDA 32904
PHONE: (321) 757-3034
FAX: (321) 757-3088
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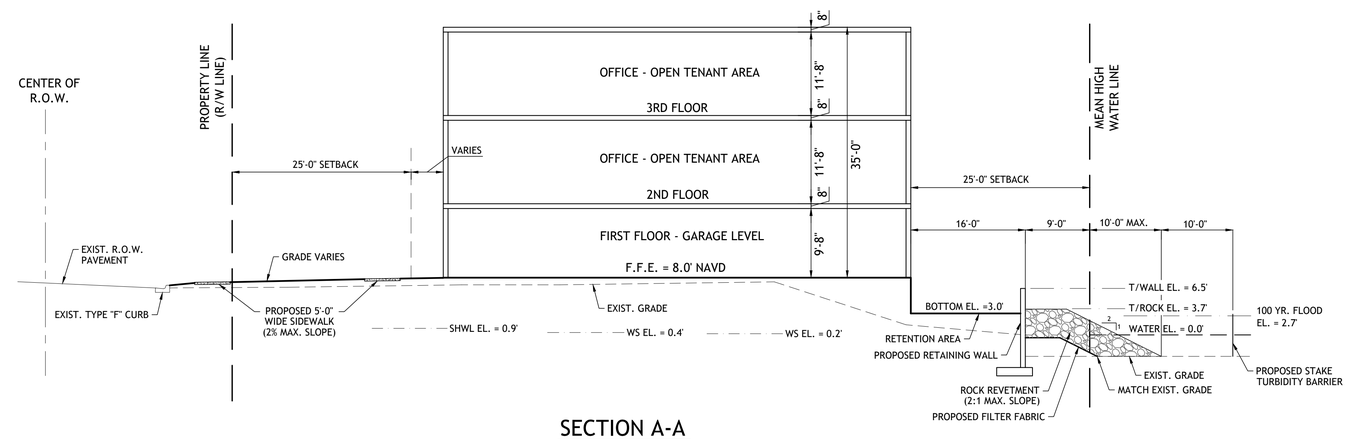
| | |
|---|---|
| Date: 4-18-2024 | Sheet |
| Scale: 1" = 30' | C-2 |
| Drawn: RKIII | |
| Checked: DTM | of |
| Approved: DTM | |
| Proj #: 2024-002 | |

# ROCK REVETMENT NOTES

1. NO FILL SHALL BE PLACED WATERWARD OF THE ORDINARY HIGH WATER LINE.
2. THE ROCK REVETMENT SHALL BE CONSTRUCTED WITH A SLOPE OF 2 FEET HORIZONTAL TO EVERY 1 FOOT VERTICAL MAXIMUM OR LESS.
3. THE PROPOSED ROCK REVETMENT SHALL BE PLACED NO FURTHER THAN 10 FEET WATERWARD OF THE EXISTING MEAN HIGH WATER LINE.
4. THE PROPOSED FILTER FABRIC SHALL BE NON-WOVEN, PER FDOT SPECIFICATIONS SECTION 985-TYPE-D-1 AND SHALL BE PLACED UNDERNEATH THE ENTIRE REVETMENT AND SECURELY TUCKED OR ANCHORED INTO THE SOIL UNDERNEATH AND BEHIND THE REVETMENT.
5. THE TOE OF THE REVETMENT SHALL BE REINFORCED WITH LARGE ROCKS AND TRENCHED INTO THE SOIL SEDIMENT AS SHOWN IN THE SECTIONS.
6. THE MINIMUM AND AVERAGE WEIGHTS OF THE ROCKS USED SHALL BE 50 AND 100 POUNDS RESPECTIVELY. THE ROCKS SHALL BE APPROXIMATELY 12" TO 36" (24" AVERAGE) DIAMETER.
7. FOR THE ENTIRE DURATION OF THE CONSTRUCTION AND ALL NEW WORK IS STABILIZED, THE INDIAN RIVER SHALL BE PROTECTED FROM SEDIMENT EROSION AND ASSOCIATED TURBIDITY BY INSTALLATION OF A STAKED TURBIDITY BARRIER AROUND THE WORK AREA. THE PROJECT MUST NOT RESULT IN ANY QUALITY VIOLATIONS.




## SECTION B-B




## SECTION A-A

| NO. | REVISION | DATE |
|---|---|---|
| | | |

| NO. | REVISION | DATE |
|---|---|---|
| | | |

| NO. | REVISION | DATE |
|---|---|---|
| 1 | CITY OF TITUSVILLE C.U.P. | 6-9-2025 |

DAVID T. MENZEL
0030830

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# RIVER PALM II CONCEPTUAL SITE PLAN

TITUSVILLE, BREVARD COUNTY, FLORIDA

SITE REVETMENT DETAILS

mai DESIGN BUILD
395 STAN DRIVE, SUITE B
MELBOURNE, FLORIDA 32904
PHONE: (321) 757-3034
FAX: (321) 757-3088
web: www.maidesignbuild.com
email:dmenzel@maidesignbuild.com
Cert. of Author. #31547

| | |
|---|---|
| Date: 4-18-2024 | Sheet |
| Scale: 1" = 10' | C-3 |
| Drawn: RKIII | |
| Checked: DTM | of |
| Approved: DTM | |
| Proj #: 2024-002 | |

DocuSign Envelope ID: 2EB78F2A-E367-4E47-8C3C-CBCD31694274

# MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA | CHORD | CHORD BRG |
| C1(D) | 328.93' | 2917.93' | 6°27'32" | 328.76' | S17°04'02"E |
| C1(M) | 328.95' | 2917.93' | 6°27'33" | 328.78' | S17°04'07"E |
| C2(D) | 423.67' | 3564.93' | 6°48'33" | 423.42' | N16°48'05"W |

## LEGAL DESCRIPTION:

ORB 8560, PAGE 2390:
A PORTION OF THOSE LANDS SUBDIVIDED AS RIVERSIDE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 14, AND A PORTION OF THE PLAT OF BAYVIEW PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 64, ALL OF THE SUBMERGED LANDS DESCRIBED IN TRUSTEES DEED NO. 21557 AS RECORDED IN OFFICIAL RECORDS BOOK 25, PAGE 597 AND AT OF THE SUBMERGED LANDS DESCRIBED IN TRUSTEES DEED NO. 24257 (1732-05) AS RECORDED IN OFFICIAL RECORDS BOOK 146, PAGES 274 AND 275 AND A PORTION OF THE SUBMERGED LANDS DESCRIBED IN TRUSTEES DEED NO. 21927 (91-05) AS RECORDED IN OFFICIAL RECORDS BOOK 146, PAGE 275 AND ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF LOT 16, STATE TREE SHORES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 49 OF SAID PUBLIC RECORDS; THENCE S13°32'13"E, ALONG THE EAST LINE OF LOTS 16 THROUGH 28, OF SAID STATE TREE SHORES, A DISTANCE OF 783.94 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 28 AND A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTH WASHINGTON AVENUE (STATE ROAD No. 5, U.S. HIGHWAY 1) THENCE; S13°04'06"E, A DISTANCE OF 4.03 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE S13°04'06"E, CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 66.70 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2,917.93 FEET AND A CENTRAL ANGLE OF 06°27'32"; THENCE SOUTHERLY, CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 328.94 FEET (SAID ARC SUBTENDED BY A CHORD BEARING S17°04'02"E, A DISTANCE OF 328.76 FEET), TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S13°30'56"E, CONTINUING ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 397.91 FEET; THENCE S89°43'35"E, A DISTANCE OF 267.00 FEET; THENCE N21°15'22"W, A DISTANCE OF 466.30 FEET; THENCE N76°44'17"E, A DISTANCE OF 448.52 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3,564.93 FEET AND A CENTRAL ANGLE OF 06°48'33"; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 423.67 FEET (SAID ARE SUBTENDED BY A CHORD BEARING N16°48'05"W, A DISTANCE OF 423.42 FEET), TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S76°44'17"W, A DISTANCE OF 442.02 FEET; THENCE S16°48'43"E, A DISTANCE OF 4.01 FEET; THENCE S69°29'47"W, A DISTANCE OF 200.29 FEET, TO THE POINT OF BEGINNING.

## LEGEND

A = ARC
A/C = AIR CONDITIONER
BFE = BASE FLOOD ELEVATION
BLDG = BUILDING
BLK = BLOCK
BM = BENCHMARK
BRG = BEARING
(C) = CALCULATED
CATV = CABLE TELEVISION
CBS = CONCRETE BLOCK STRUCTURE
CHD = CHORD
C/L = CENTERLINE
CLF = CHAIN LINK FENCE
CMF = CONCRETE MONUMENT FOUND
CMP = CORRUGATED METAL PIPE
CONC = CONCRETE
COR = CORNER
(D) = DEED
DB = DEED BOOK
DA = DELTA ANGLE
ELEC = ELECTRIC
ELEV = ELEVATION
ENC = ENCROACHMENT
EOP = EDGE OF PAVEMENT
ESMT = EASEMENT
FB = FIELD BOOK
FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
FF = FINISHED FLOOR
FNC = FENCE
FND = FOUND
FP&L = FLORIDA POWER & LIGHT COMPANY
ID = IDENTIFICATION
IPF = IRON PIPE FOUND
IRC = IRON ROD & CAP FOUND
IRF = IRON ROD FOUND
IRS = 5/8" IRON ROD SET "LB 7838"
LB = LICENSED BUSINESS NUMBER
LS = (RLS) or (PLS) REGISTERED OR PROFESSIONAL LAND SURVEYOR
(M) = MEASURED
NAVD = NORTH AMERICAN VERTICAL DATUM
NDF = NAIL & DISK FOUND
NDS = 1 1/4" NAIL & DISK SET "LB 7838"
NGVD = NATIONAL GEODETIC VERTICAL DATUM
No. = NUMBER
OHW = OVERHEAD WIRES
ORB = OFFICIAL RECORDS BOOK
O/S = OFFSET
(P) = PLAT
PB = PLAT BOOK
PC = POINT OF CURVATURE
PCC = POINT OF COMPOUND CURVATURE
PCP = PERMANENT CONTROL POINT
PI = POINT OF INTERSECTION
PLS = PROFESSIONAL LAND SURVEYOR
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PRC = POINT OF REVERSE CURVATURE
PRM = PERMANENT REFERENCE MONUMENT
PSM = PROFESSIONAL SURVEYOR AND MAPPER
PT = POINT OF TANGENCY
PUDE = PUBLIC UTILITY & DRAINAGE EASEMENT
PUE = PUBLIC UTILITY EASEMENT
R = RADIUS
REF = REFERENCE
RNG = RANGE
R/W = RIGHT OF WAY
SEC = SECTION
SFHA = SPECIAL FLOOD HAZARD AREAS
TEL= TELEPHONE RISER
TWP = TOWNSHIP
TYP = TYPICAL
UP = UTILITY POLE
WD = WOOD
WIT-COR = 5/8" IRON ROD SET WITH CAP "WITNESS LB 7838"
WM = WATER METER
XCT = CROSS CUT FOUND

## NOTES:

1. BEARINGS BASED ON THE E. R/W LINE BEING S 13°31'14" E AS PER ASSUMED DATUM (SEE SKETCH)

2. ELEVATIONS BASED ON BREVARD COUNTY BENCHMARK DG8745 BEING AN ELEVATION OF 8.23' FEET NAVD 1988.

3. FLOOD ZONE "X" AND "AE", MAP No. 12009C0210H COMMUNITY No. 125152, JANUARY 29, 2021. FLOOD ZONE INFORMATION DEPICTED HEREON IS APPROXIMATE. FEMA RETAINS SOLE AUTHORITY REGARDING BOUNDARY AND EXTENT OF SFHA.

4. HORIZONTAL CLOSURE MEETS OR EXCEEDS THE ACCURACY REQUIREMENTS FOR SUBURBAN LAND AS PER FLORIDA STATUTE 5J-17-6.003

5. BEARINGS, DISTANCES OR ANGLES SHOWN ARE THE SAME AS PLAT, DEED OR RECORD UNLESS SHOWN OTHERWISE.

6. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.

7. THE SURVEYOR HAS NOT LOCATED NOR ATTEMPTED TO LOCATE ANY UNDERGROUND UTILITIES, FOUNDATIONS, OR STRUCTURES OTHER THAN THOSE THAT MAY BE SHOWN HEREON.

8. ONLY BOUNDARY CORNER MONUMENTS AS SHOWN HEREON ARE TO BE USED FOR THE LOCATION AND CONSTRUCTION OF IMPROVEMENTS.

9. UNLESS OTHERWISE INDICATED THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH OR ATTORNEY'S TITLE OPINION.

## CERTIFIED TO:

TRICON DEVELOPMENT OF BREVARD, INC.

## SYMBOL LEGEND

- OAK TREE WITH DIAMETER
- PALM TREE WITH DIAMETER
- CONC UTILITY POLE
- ELECTRIC METER
- FIRE HYDRANT
- IRRIGATION VALVE
- SEWER VALVE
- SANITARY SEWER MANHOLE
- SIGN
- STORM MANHOLE
- TELEPHONE
- TRAFFIC CONTROL BOX
- UTILITY POLE
- WATER METER
- WATER VALVE

JOEL A. SEYMOUR License Number 6133 STATE OF FLORIDA Professional Surveyor and Mapper

2/9/2024 | 6:38 AM PST

## CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED SURVEY WAS DONE UNDER MY DIRECTION AND MEETS THE STANDARDS AND PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

Joel Seymour DATE: 2/5/24

JOEL A. SEYMOUR PROFESSIONAL LAND SURVEYOR AND MAPPER
STATE OF FLORIDA NO. LS 6133

DRAWN BY: JIL | SCALE 1 INCH = 40 FEET

10-22-35/TRICON-RIVER PALMS

| BOUNDARY & TOPOGRAPHIC | DATE: 1/29/24 | JOB No. 4.3306 |
|---|---|---|
| | | FB 23-8-40 |

Kane Surveying, Inc.
FLORIDA LICENSED BUSINESS No. LB 7838
505 DISTRIBUTION DRIVE
MELBOURNE, FLORIDA 32904
(321) 676-0427

GRAPHIC SCALE
40 0 20 40 80 160
( IN FEET )
1 inch = 40 ft.

## LEGAL DESCRIPTION:

ORB 8560, PAGE 2390:
A PORTION OF THOSE LANDS SUBDIVIDED AS RIVERSIDE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 14, AND A PORTION OF THE PLAT OF BAYVIEW PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 64, ALL OF THE SUBMERGED LANDS DESCRIBED IN TRUSTEES DEED NO. 21557 AS RECORDED IN OFFICIAL RECORDS BOOK 25, PAGE 597 AND ALL OF THE SUBMERGED DESCRIBED IN TRUSTEES DEED NO. 24257 (1732-05) AS RECORDED IN OFFICIAL RECORDS BOOK 146, PAGES 274 AND 275 AND A PORTION OF THE SUBMERGED LANDS DESCRIBED IN TRUSTEES DEED NO. 21927 (91-05) AS RECORDED IN OFFICIAL RECORDS BOOK 146, PAGE 275 AND ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF LOT 16, STATE TREE SHORES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4,PAGE 49 OF SAID PUBLIC RECORDS; THENCE S13’32’13”E, ALONG THE EAST LINE OF LOTS 16 THROUGH 28, OF SAID STATE TREE SHORES,A DISTANCE OF 783.94 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 28 AND A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTH WASHINGTON AVENUE (STATE ROAD No.5, U.S. HIGHWAY 1) THENCE; S13’04’06”E, A DISTANCE OF 4.03 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE S13’04’06”E, CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 66.70 FEET,TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2.917.93 FEET AND A CENTRAL ANGLE OF 06’27’32”; THENCE SOUTHERLY, CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 328.94 FEET (SAID ARC SUBTENDED BY A CHORD BEARING S17’04’02”E, A DISTANCE OF 328.76 FEET) TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S13’30’56”E, CONTINUING ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 397.91 FEET; THENCE S89’43’35”E, A DISTANCE OF 267.00 FEET; THENCE N21’15’22”W, A DISTANCE OF 466.30 FEET; THENCE N76’44’17”E, A DISTANCE OF 448.52 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3,564.93 FEET AND A CENTRAL ANGLE OF 06’48’33”; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 423.67 FEET (SAID ARE SUBTENDED BY A CHORD BEARING N16’48’05”W, A DISTANCE OF 423.42 FEET), TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S76’44’17”W. A DISTANCE OF 442.02 FEET; THENCE S16’48’43”E, A DISTANCE OF 4.01 FEET; THENCE S69’29’47”. A DISTANCE OF 200.29 FEET, TO THE POINT OF BEGINNING.

# CONCURRENCY

**City of Titusville**
**Preliminary Concurrency Assessment**

Project Name: River Palms Riverfront Development II
Project Location: TBD
Submitted By: Robert Kodsi Date: June 27, 2025
Company Name: Tricond Development of Brevard Email: Rob@tricondev.com

## Concurrency Assessment Requirements

1. Project Developer/Engineer: River Palms Riverfront Development II, LLC
   Address: 6525 3rd Street, #409
   City: Rockledge State: FL Zip: 32955
   Email: Rob@tricondev.com Phone: Fax:
2. Property Owner: River Palms Riverfront Development II, LLC
   Address: Same As Above
   City: State: FL Zip:
   Email: Phone: Fax:
3. Size of proposed development (acres): 2.2 acres
4. Parcel ID Number:
5. Tax Account Number: 2205816
6. Name of Primary Access Point(s): South Washington Ave
7. Name of Secondary Access Point(s):
8. Are there any existing structures or improvements on the site. Yes: ☐ No: ☒
   If yes please describe:
9. Proposed Use(s):
   Residential Uses ☐ Single Family Number of Lots:
   ☐ Multi-family Number of Units:
   No. of Buildings: Bldg. Height: (ft)

   Non-Residentail Use
   Use: OFFICE BUILDING - 3 STORIES Area: PAD = 17,684 (ft²)
   Use: OFFICE BUILDING - 3 STORIES Area: PAD = 17,684 (ft²)
   Use: Area: (ft²)
   Use: Area: (ft²)

(For non-residential uses include type from list below with square footage of each type proposed.)

| | | | | |
|---|---|---|---|---|
| Medical Office | Retail Under 50,000GSF | Auto Repair | General Reacreation | College |
| Hospital | Retail 50,00 to 99,999 GSF | Car Wash | Day Care Center | Office Park |
| Veterinary Clinic | Retail 100,000 to 299,999 GSF | Convenience Market (24hr) | Church | Office under 10,000 GSF |
| Service Stations | Retail 300,000 to 499,999 GSF | Conenience Market w/gas & fast food | Movie Theater | Office over 10,000 GSF |
| New & Used Auto Sales | Retail over 500,000 GSF | Golf Course | School (Elementary) | Furniture Store |
| Manufactureing | Quality Restaurant | Racquet Club/Health Spa | School (Middle/Jr.) | Supermarket |
| Warehouse | Restaurant | Tennis Court | School (High) | Bank |
| Mini-Warehouse | Fast Food Restaurant w/Drive thru | Marina | Junior College | Bank w/Drive-In |
| General Industrial | | | | |

For uses not listed contact the Planning Department at (321) 567-3782.
Email completed application form to the City of Titusville Planning Department for evaluation/assessment.

# City of Titusville Preliminary Concurrency Assessment

**Project Name:** River Palms II **Date:** March 30, 2026

**Project Description:** Two Buildings - Office and Medical Office

**Residential Density (dwelling units):** **Non-Residential Intensity (1,000 s.f.):** 34.56

| | | |
|---|---|---|
| **Total Water Capacity*** | | 6.010 MGD |
| **Less Current Demand**** | | 5.084 MGD |
| **Less Future Commitments (FDEP/Water Supply Allocation permits)** | | 0.789 MGD |
| **Remaining Capacity***** | | 0.137 MGD |
| **Estimated Unit Based Water Demand******** | - | MGD |

*Total Water Capacity permitted flow is 6.01 MGD
**12 Month Rolling Average
***Remaining capacity subject to change without notice - This is neither a commitment nor a reservation of this capacity.
****Based on 100 gallons/capita/day or 250 gallons/unit/day in accordance with Section 10 of the City's Concurrency Technical Manual
Water is reserved for this project only upon issuance of a Water Supply Capacity Allocation Permit in accordance with City Code Section 21-50.

## Wastewater

| | | |
|---|---|---|
| **Total Wastewater Capacity*** | | 6.750 MGD |
| **Less Current Demand**** | | 4.660 MGD |
| **Less Future Commitments (FDEP Permits)** | | 0.592 MGD |
| **Remaining Capacity***** | | 1.498 MGD |
| **Estimated Unit Based Wastewater Demand******** | - | MGD |

*Total Wastewater Capacity based on Design capacity of Blue Heron and Osprey Treatment Facilities
**12 Month Rolling Average
***Remaining capacity subject to change without notice - This is neither a commitment nor a reservation of this capacity.
****Based on 75 gallons/capita/day or 225 gallons/unit/day in accordance with Section 10 of the City's Concurrency Technical Manual

## Traffic Circulation

### Primary Access

**Street Name:** US1 **Adopted LOS:** E **Max Capacity:** 37,910 ADT

**Current Conditions**

**Roadway Segment:** Harrison St - Grace St **2024 E+C Count:** 26,940 ADT
**Volume/Count Ratio:** 0.71

**Future Conditions**

**Roadway Segment:** **Existing + New Count:** 27,826 ADT
**Volume/Count Ratio:** 0.73

### Secondary Access

**Street Name:** **Adopted LOS:** **Max Capacity:** - ADT

**Current Conditions**

**Roadway Segment:** **2024 E+C Count:** - ADT
**Volume/Count Ratio:**

**Future Conditions**

**Roadway Segment:** **Existing + New Count:** ADT
**Volume/Count Ratio:**

| | | |
|---|---|---|
| **Institute of Transportation Engineers (ITE) Index Number*:** | 710, 720 | Index |
| **Average Vehicle Trips per Unit on a Weekday:** | varies | ADT |
| **Total Average Vehicle Trips for this Development on a Weekday:** | 886 | ADT |

* Institute of Transportation Engineers Trip Generation rates or Latest Edition. [Sec. 10.3.1.2 of the Transportation Technical Manual]

## Recreation/Open Space

| | | | | |
|---|---|---|---|---|
| **City Population:** | 51,158 | **Required Recreation/Open Space:** | 409.26 | AC |
| **Adopted LOS (acres/1,000 population):** | 8 | **Current Recreation/Open Space:** | 566.60 | AC |
| | | **Existing Available Recreation/Open Space Capacity:** | 157.34 | AC |
| **Project Population:** | - | **Required Recreation/Open Space:** | | AC |
| | | **Remaining Recreation/Open Space Capacity:** | 157.34 | AC |

## Staff Comments

A Traffic Study **is** required.

**Evaluated By:** **Evaluation Expiration Date: 9/26/2026**




N

W E

S

# Aerial 2024

## CUP #6-2025

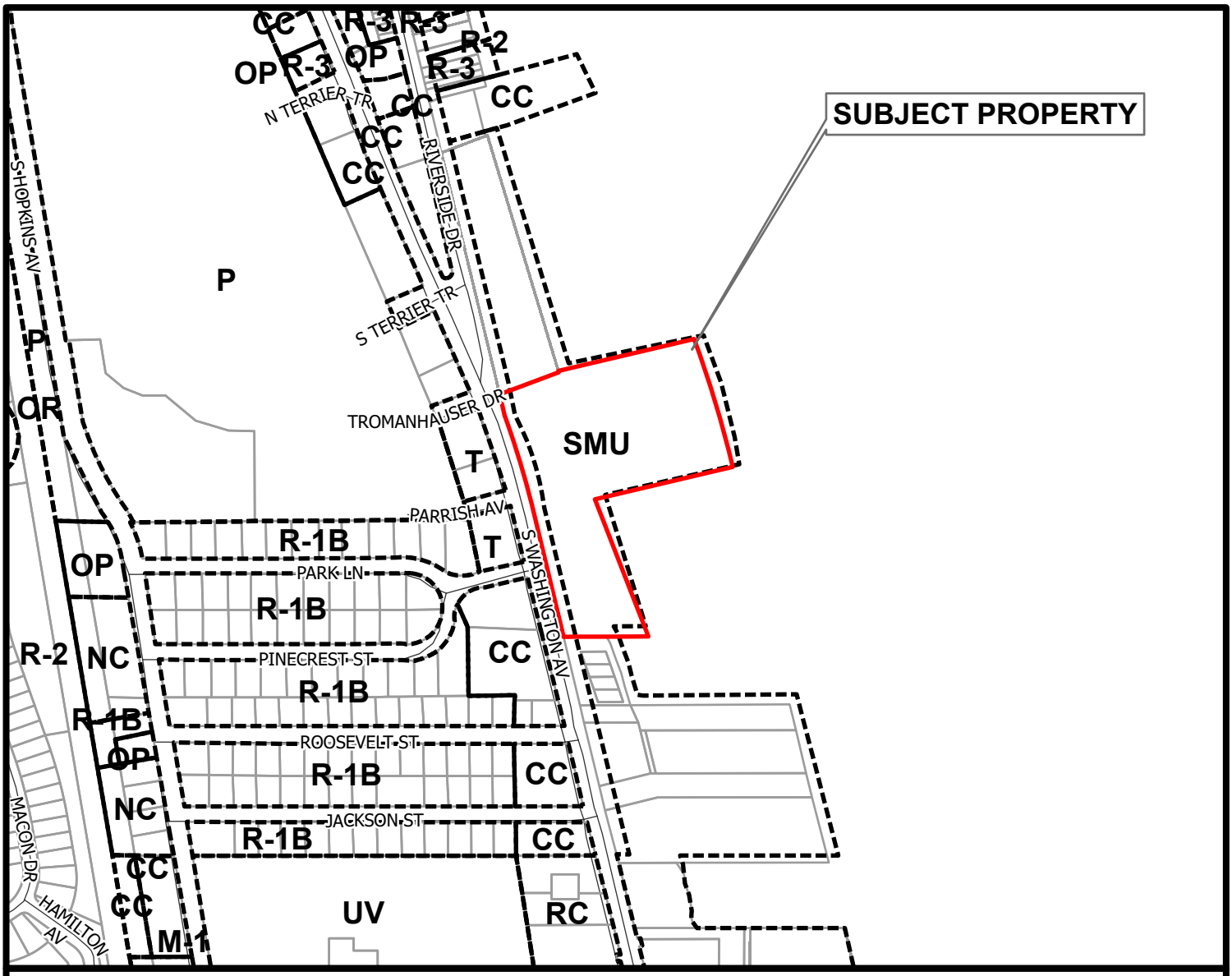
0 250 500 1,000 Feet

Community Development Department

Aerial photography provided by the Brevard County Property Appraiser's Office

7/2/2025

Q:\GIS\Community Development\PLANNING\Planning Templates\ArcPro\PlanningMaps\




# ZONING MAP

## RESIDENTIAL DISTRICTS

| | |
|---|---|
| **RE** | RESIDENTIAL ESTATES |
| **RR** | RURAL RESIDENTIAL |
| **R-1A** | SINGLE FAMILY, LOW DENSITY |
| **R-1B** | SINGLE FAMILY, MEDIUM DENSITY |
| **R-1C** | SINGLE FAMILY, HIGH DENSITY |
| **R-2** | MULTIFAMILY, MEDIUM DENSITY |
| **R-3** | MULTIFAMILY, HIGH DENSITY |
| **RMH-1** | RESIDENTIAL MANUFACTURED HOUSING SUBDIVISION |
| **RMH-2** | RESIDENTIAL MANUFACTURED HOUSING PARK |

## COMMERCIAL DISTRICTS

| | |
|---|---|
| **HM** | HOSPITAL MEDICAL |
| **T** | TOURIST |
| **NC** | NEIGHBORHOOD COMMERCIAL |
| **CC** | COMMUNITY COMMERCIAL |
| **RC** | REGIONAL COMMERCIAL |
| **OP** | OFFICE PROFESSIONAL |

## INDUSTRIAL DISTRICTS

| | |
|---|---|
| **M-1** | LIGHT INDUSTRIAL SERVICES AND WAREHOUSING |
| **M-2** | HEAVY INDUSTRIAL |
| **M-3** | HIGHWAY INDUSTRIAL INFILL |
| **PID** | PLANNED INDUSTRIAL DEVELOPMENT |

## OVERLAY DISTRICTS

| | |
|---|---|
| **TSA** | TITUSVILLE SHORELINE AREA |
| **AIA** | AIRPORT IMPACT AREA |
| **WCA** | WETLAND AND CONSERVATIONA AREA |
| **ACC** | AREA OF CRITICAL CONCERN |
| **HPA** | HISTORIC PRESERVATION AREA |

## SPECIAL DISTRICTS

| | |
|---|---|
| **GU** | GENERAL USE |
| **OR** | OPEN SPACE AND RECREATION |
| **UMU** | URBAN MIXED USE |
| **SMU** | SHORELINE MIXED USE |
| **RHP** | RESIDENTIAL HISTORIC PRESERVATION |
| **RMU** | REGIONAL MIXED USE |
| **PD** | PLANNED DEVELOPMENT |
| **P** | PUBLIC |
| **UV** | URBAN VILLAGE |
| **DMU** | DOWNTOWN MIXED USE |
| **IRCN-R** | INDIAN RIVER CITY NEIGHBORHOOD RESIDENTIAL |
| **IRCN-C** | INDIAN RIVER CITY NEIGHBORHOOD COMMERCIAL |

N W E S

TITUSVILLE, FLORIDA FOUNDED 1867

**Base Map**

City Limits

Zoning

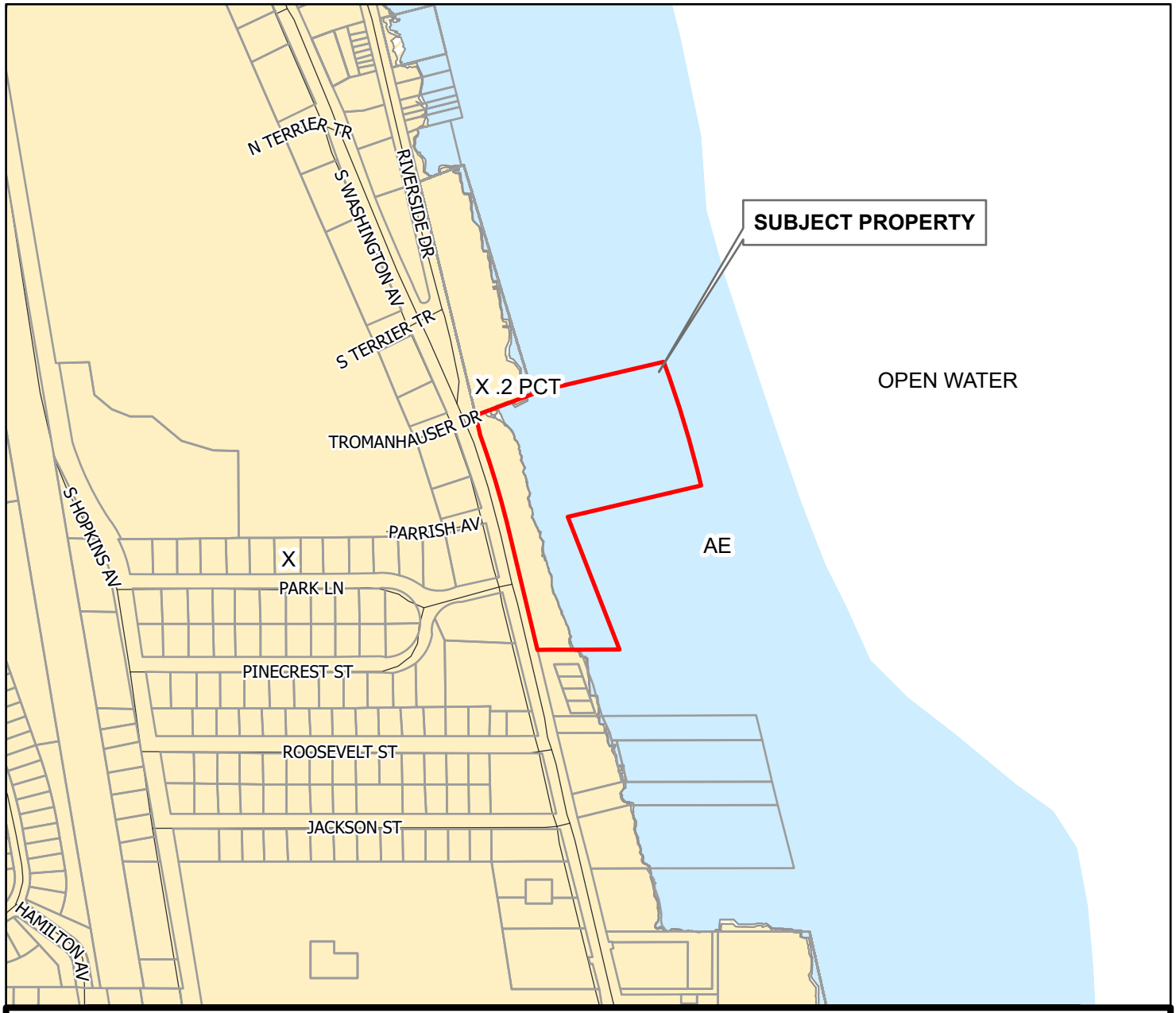
Subject

## CUP #6-2025

0 250 500 1,000 Feet

Community Development Department

7/2/2025




# FEMA FLOOD HAZARD AREAS

## CUP #6-2025

**Special Flood Hazard Area Zones**

- A
- A0
- AE
- AO
- VE

**Moderate Flood Hazard Area Zone**

- X5

**Minimal Flood Hazard Zones**

- C
- X
- X .2 PCT

**Other Flood Zone Areas**

- D
- FW

N
W E
S
TITUSVILLE, FLORIDA
FOUNDED 1867

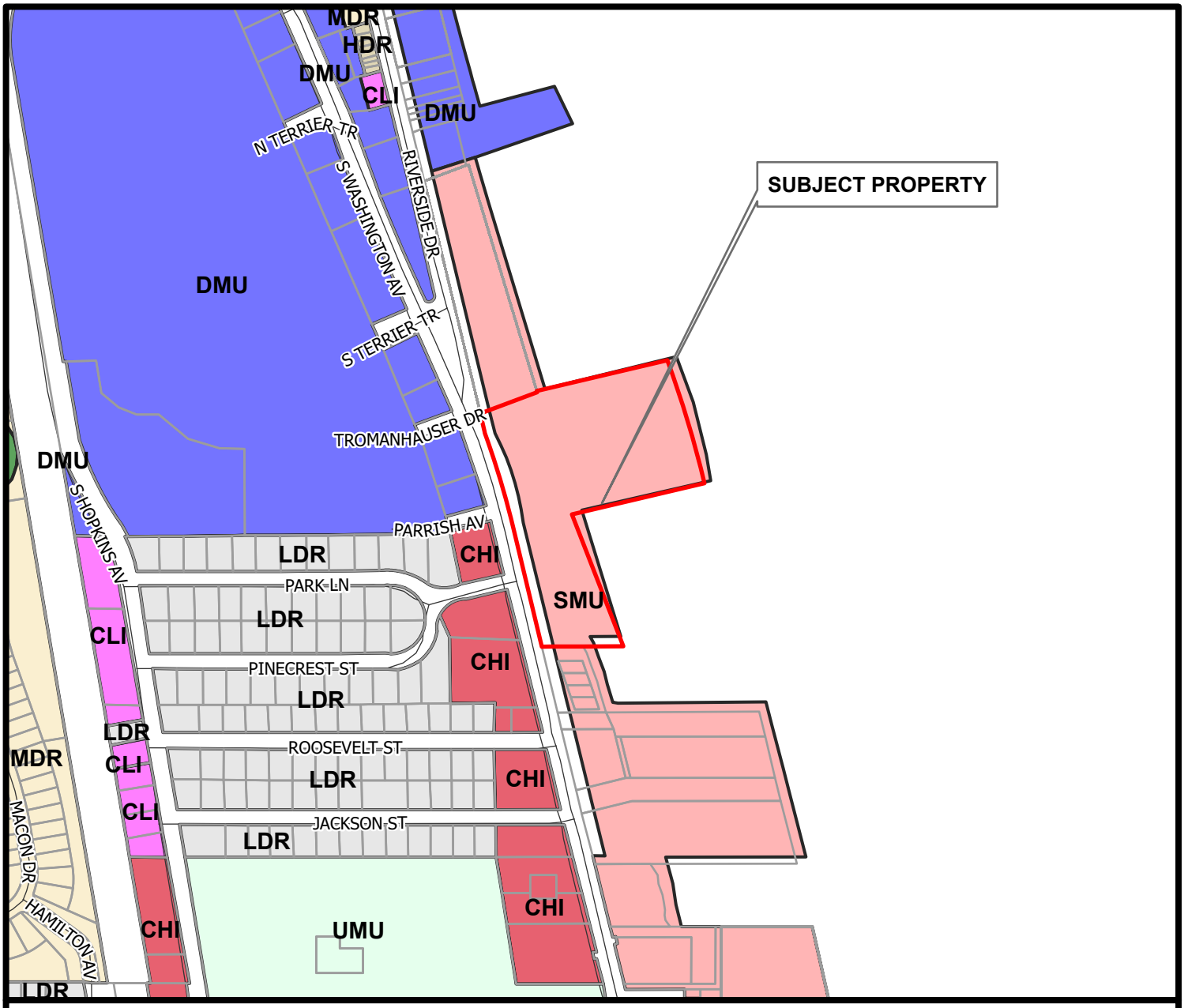
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Community Development Department

Source: FEMA FHA Update, 01/29/2021

7/2/2025

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# LOCATION OF PROPERTY AND FUTURE LAND USE MAP

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| CHI | COMMERCIAL HIGH INTENSITY | ED | EDUCATIONAL | PIP | PLANNED INDUSTRIAL PARK | RES-2 | RESIDENTIAL-2 |
| CLI | COMMERCIAL LOW INTENSITY | IND | INDUSTRIAL | PSP | PUBLIC/ SEMI-PUBLIC | RMU | REGIONAL MIXED USE |
| CONS | CONSERVATION | HDR | HIGH-DENSITY RESIDENTIAL | PUD | PLANNED UNIT DEVELOPMENT | SMU | SHORELINE MIXED-USE |
| DMU | DOWNTOWN MIXED-USE | MDR | MEDIUM-DENSITY RESIDENTIAL | REC | RECREATIONAL | UMU | URBAN MIXED-USE |
| | | LDR | LOW-DENSITY RESIDENTIAL | RES-1 | RESIDENTIAL-1 | US1 | US-1 CORRIDOR |

Subject

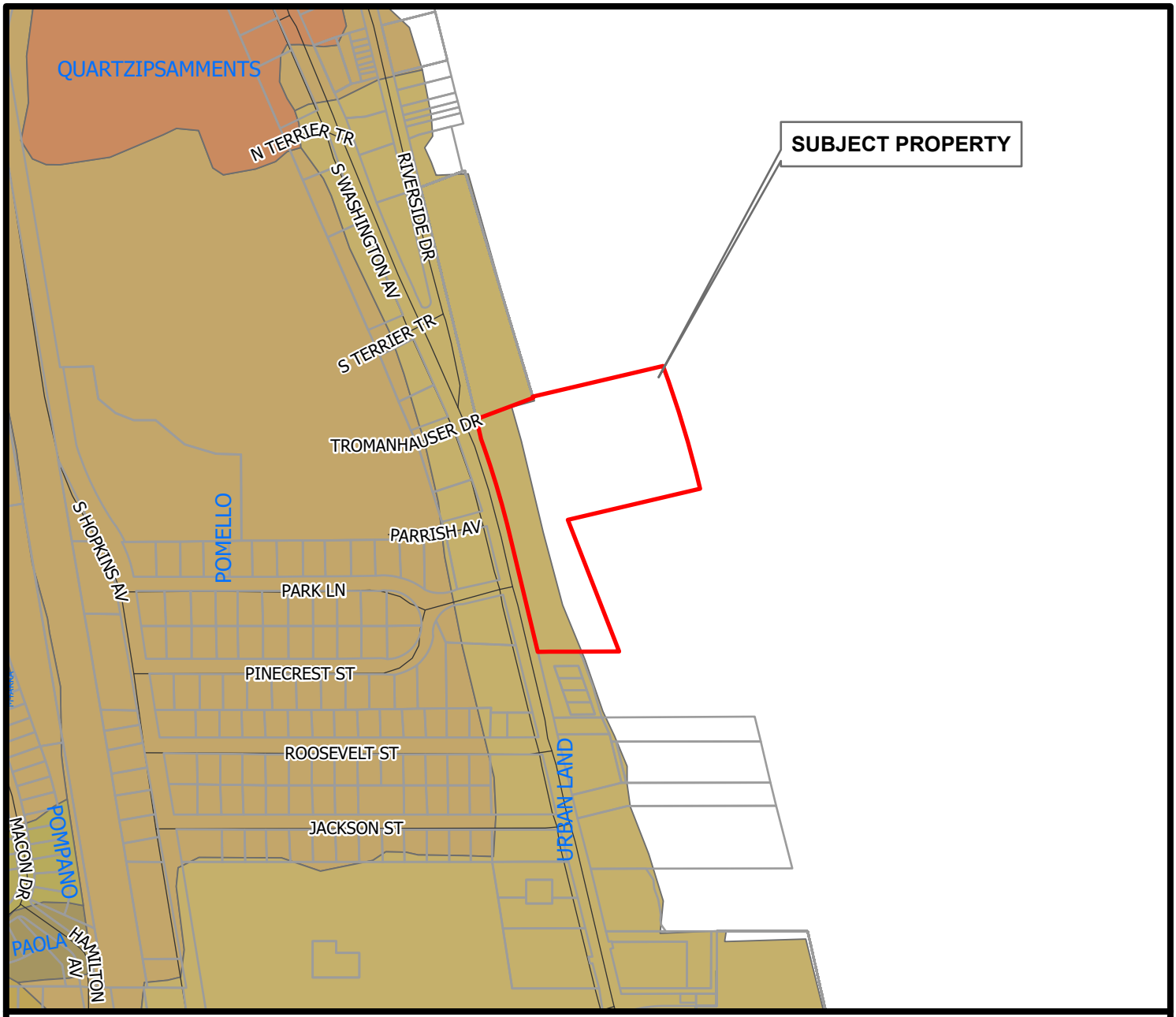
N W E S

0 312.5 625 1,250 Feet

Community Development Department

7/2/2025

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# SOILS IN THE VICINITY OF SUBJECT PROPERTY
# CUP #6-2025

SoilName

- CANAVERAL
- MYAKKA
- PAOLA
- POMELLO
- POMPANO
- QUARTZIPSAMMENTS
- URBANLAND

N
W E
S

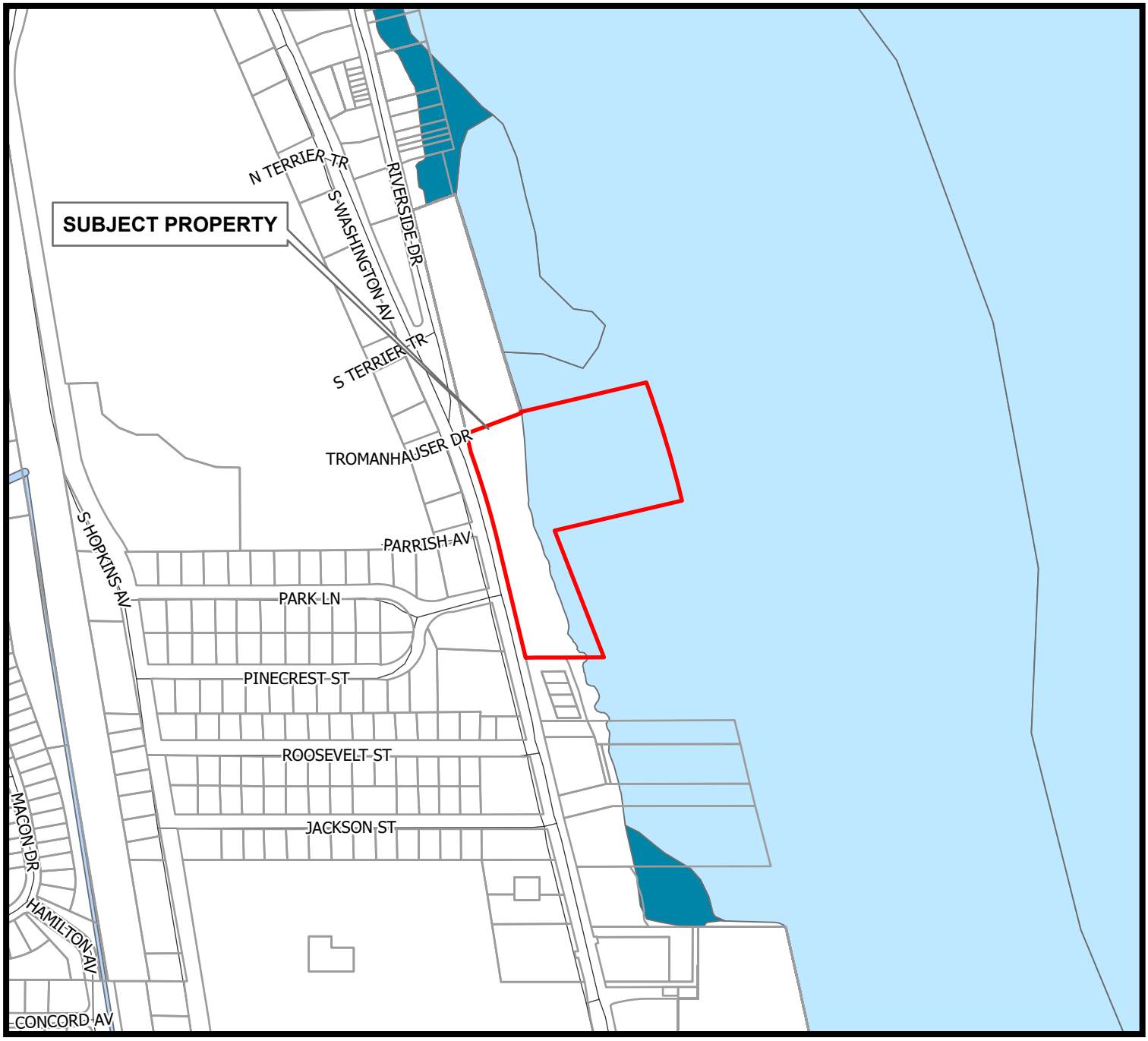
0 250 500 1,000 Feet

Community Development Department

7/2/2025

Soils data source: The U.S. Department of Agriculture, Natural Resources Conservation Service. (2019)

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# WETLANDS IN VICINITY OF PROPERTY

## CUP #6-2025

N
W
E
S

WETLAND_TY

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Riverine

7/2/2025

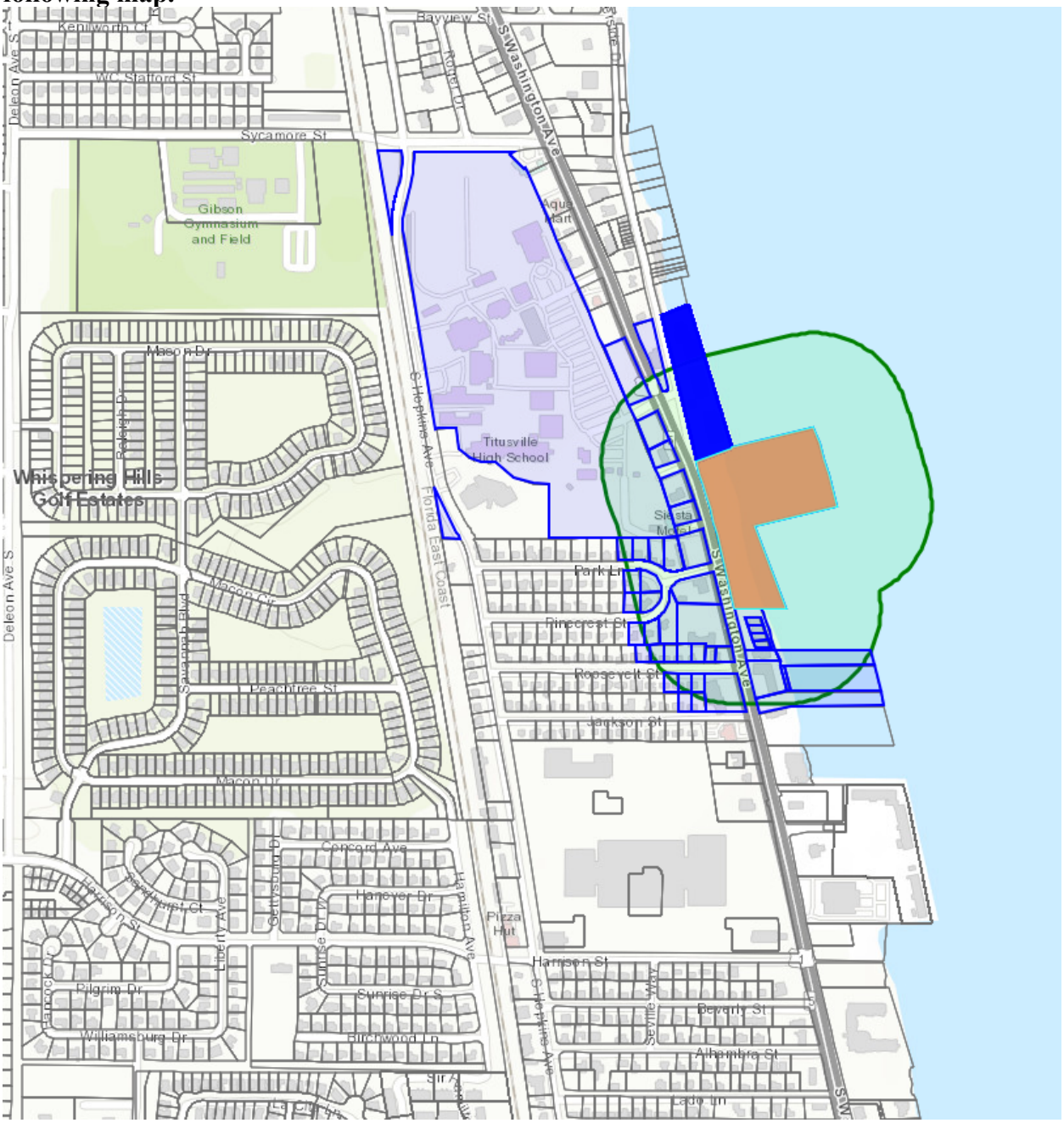
Scale:1:6,000

Community Development Department
Source: USFWS NWI (2023)

This data set represents the approximate location and type of wetlands and deepwater habitats. The primary intended use is for regional and watershed data display and analysis, rather than specific project data analysis.

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**Notices about the public hearings were mailed to the owners of property highlighted in the following map.**



# CITY OF TITUSVILLE

"Gateway to Nature and Space"

**Office of the City Attorney**

555 S. Washington Avenue • P.O. Box 2806
Titusville, FL 32796-3584 • 32781-2806

Phone: (321) 383-5693
CityAttorney@titusville.com
www.titusville.com


**To:** **Members of the Titusville Planning and Zoning Commission**

**From:** **Office of the City Attorney**

**Subject:** **City Authority to Regulate Submerged Lands in the Indian River Lagoon**

**Date:** **May 20, 2026**

Toland Environmental Consulting, LLC ("TEC"), on behalf of, River Palms Riverfront Development II, LLC ("Applicant"), has submitted a Response to Shoreline and Environmental Issues that alleges the submerged lands associated with Conditional Use Permit No. 6-2025 are "outside the corporate limits of the City of Titusville," and thus not subject to the provisions of the Comprehensive Plan at this time. In support of this position, TEC cites to §§ 28-2(a)(4) and 29-22, Titusville Land Development Regulations, Fla. Const., Art. X, § 11, and Fla. Admin. Code R. 18-21.003(39).

Both the Brevard County Property Appraiser and the Brevard County Tax Collector classify the Applicant's property—including the submerged lands—as falling within Taxing District 14A0 – Titusville. Furthermore, the City of Titusville's corporate boundaries extend to the "West boundary of the channel of Inland Waterway in the Indian River…" Chapter 72-706, Laws of Florida. This is depicted in the GIS Map contained on the City's website ("Exhibit A").

Section 28-2(a)(4), Titusville Land Development Regulations, states that "[w]here the boundary of a district follows a stream, lake or other body of water said boundary line shall be construed to be the limit of the jurisdiction of the City of Titusville, *unless otherwise indicated*." (emphasis added). That same Section states that "[a]ll areas within the corporate limits of the City which are under water and are not shown as included within any district *shall be subject to all of the regulations of the district which immediately adjoins the water area*." *Id*. at (5) (emphasis added).

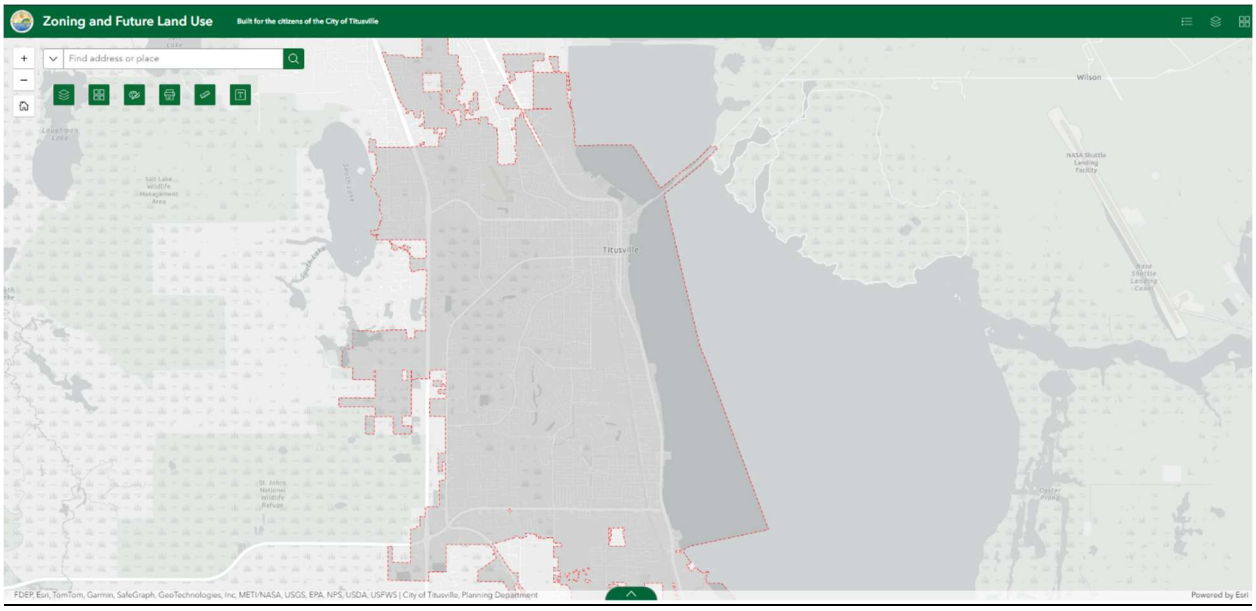
"The maps delineating the boundaries of the various zoning districts, together with all items shown on such maps are adopted and approved by the City Council. These documents collectively constitute the "official zoning map."" § 28-1, Titusville Land Development Regulations. The official zoning map of the Titusville Shoreline

Area overly district, contained in § 29-29, Titusville Land Development Regulations ("Exhibit B") and the GIS Map provided on the City's website depicting the same ("Exhibit C"), show the overlay to extend into the waters of the Indian River Lagoon.

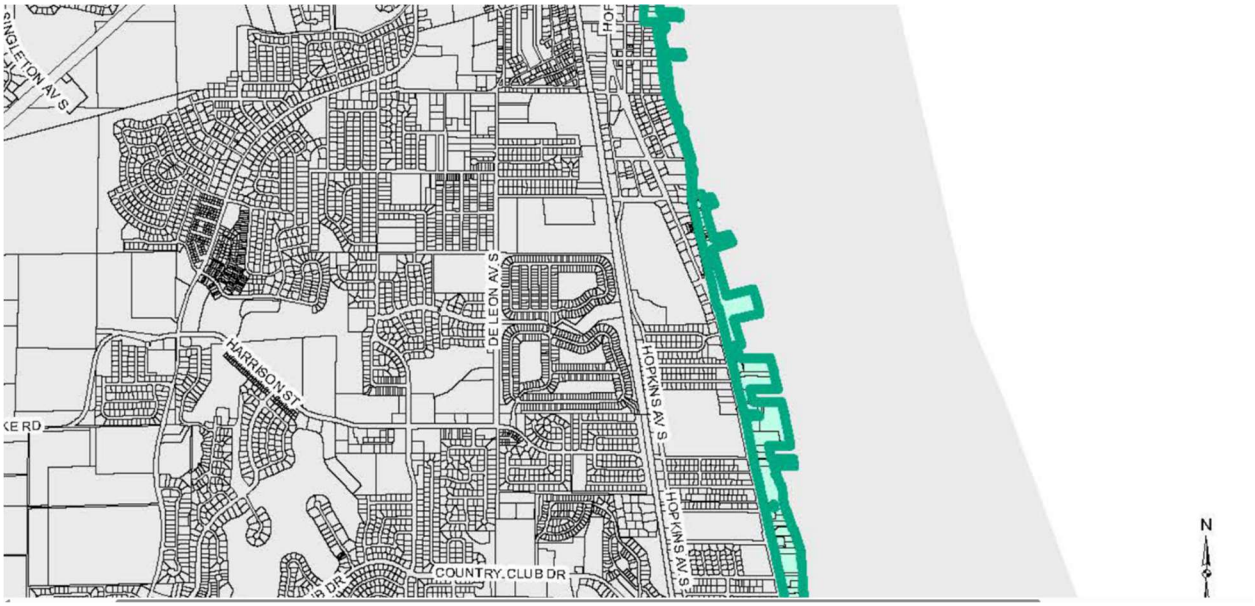
Furthermore, the comprehensive plan requirements—including FLUE Policy 1.17.3 and CME Objective 1.2—are not limited to the Shoreline Mixed Use district or Titusville Shoreline Area overlay; they apply throughout the boundaries of the City. These boundaries include the Applicant's property, and the property is subject to their provisions.

Accordingly, it is clear that the submerged portions of the Applicant's property are located within the corporate boundaries of the City, and the official zoning maps of the City make clear that the submerged portions of the Applicant's property are located within the Titusville Shoreline Overlay District. It is also clear that the submerged portions of the property are located within the Shoreline Mixed Use ("SMU") district, and the SMU district "shall be in accord with and promote the purposes set forth in the Comprehensive Plan." § 28-326, Titusville Land Development Regulations.

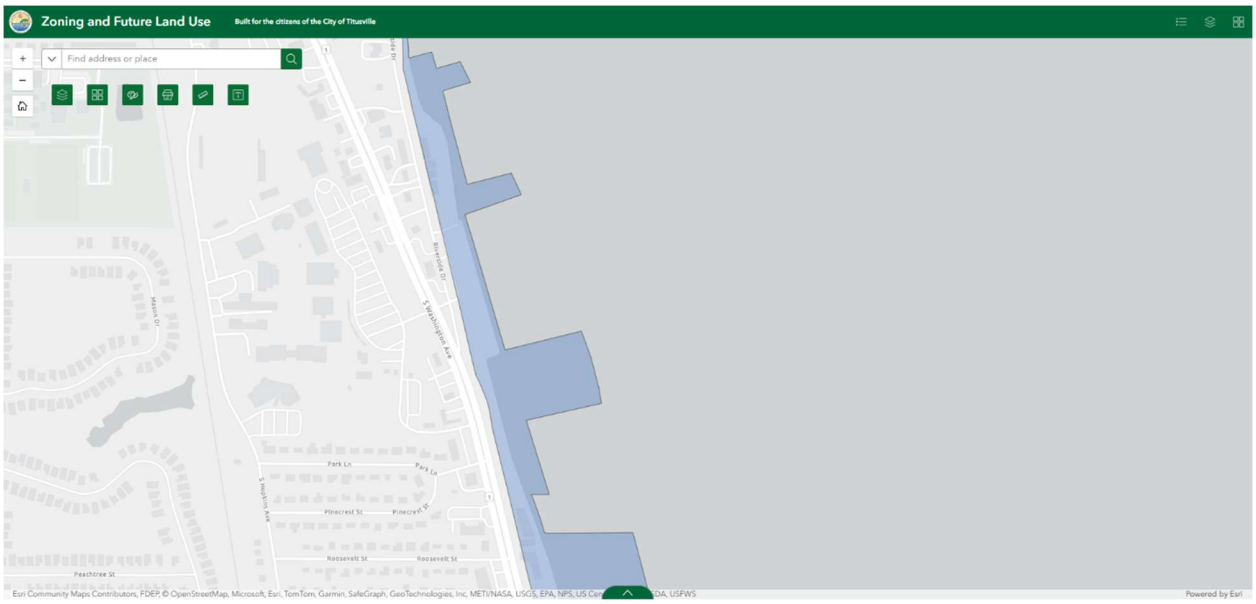
## EXHIBIT A




## EXHIBIT B



# EXHIBIT C


Zoning and Future Land Use
Built for the citizens of the City of Titusville
Find address or place
Park Ln
Pinecrest St
Roosevelt St
Peachtree St
Powered by Esri

# APPLICANT'S RESPONSE TO SHORELINE AND ENVIRONMENTAL ISSUES

Conditional Use Permit No. 6-2025 — River Palms II

Planning and Zoning Commission | May 20, 2026 | River Palms Riverfront Development II, LLC.

## I. Introduction

Toland Environmental Consulting, LLC. ("TEC") has been retained by River Palms Riverfront Development II, LLC. (the "Applicant") to evaluate submerged aquatic vegetation adjacent to the proposed project site and obtain the federal and state regulatory authorizations necessary to fill approximately 0.23 acres of submerged lands.

TEC is led by Lisa J. Toland, a recognized leader in the environmental field with over 30 years of professional experience. Ms. Toland previously served as Director of the Brevard County Natural Resources Management Department and as a scientific advisor to the Brevard County Board of County Commissioners on the acquisition and management of environmentally sensitive lands. She holds credentials as an FWC-authorized Gopher Tortoise Agent and an FWC/USFWS-approved Manatee Observer, and has conducted seagrass and submerged aquatic vegetation surveys throughout her career. This response is submitted on behalf of the Applicant.

The following facts are pertinent to this response:

- Project: Fill approximately 0.23 acres of Class III waters of the Indian River Lagoon to develop a mixed-use office and medical complex on a parcel zoned Shoreline Mixed Use (SMU) along South Washington Avenue (U.S. Highway 1).
- Ownership: The submerged lands proposed to be filled are privately owned — they are not sovereign submerged lands, title to which is vested in the Governor and Cabinet as the Board of Trustees, and held in trust for the benefit of all the people of the State of Florida.
- Permitting: The Applicant will obtain all required permits prior to any fill activity, including an Environmental Resource Permit (ERP) from the St. Johns River Water Management District (SJRWMD) under Part IV, Chapter 373, Florida Statutes, which incorporates Section 401 Water Quality Certification, and a permit from the United States Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act.
- Water Quality Conditions: Real-time data from IRLON Station 33, located northeast of the project site, reflects a stressed, nutrient-enriched, and light-limited estuarine environment. While basic Class III regulatory thresholds under Chapter 62-302, F.A.C. are generally met, key indicators show a degraded system:
  - Dissolved oxygen at 5.13 mg/L is at the lower range of the Class III standard of 5.0 mg/L, reflecting reduced oxygen availability consistent with elevated biological oxygen demand in a nutrient-enriched system.
  - Nitrate at 7.54 µM (0.106 mg N/L) is nearly double the IRL-wide mean associated with bloom conditions, indicating elevated nitrogen loading.
  - Colored Dissolved Organic Matter (CDOM) — a measure of water color from terrestrial runoff that reduces light penetration — is elevated at 45.62 Quinine Sulfate Dihydrate Equivalents (QSDE), thereby suppressing light availability to levels that cannot support submerged aquatic vegetation.
  - $CO_2$ at 1,107 ppm — well above the normal estuarine range — indicates the water column is supersaturated with carbon dioxide, a condition known as net heterotrophy. In a healthy estuary, photosynthesis by seagrasses and phytoplankton absorbs $CO_2$ and produces oxygen, keeping $CO_2$ levels near atmospheric equilibrium. When $CO_2$

substantially exceeds atmospheric levels, it indicates that decomposition and microbial respiration are consuming more organic matter than living plants can produce — a sign that the system has lost its productive biological foundation. A reading of 1,107 ppm is more than twice the atmospheric concentration of approximately 420 ppm, consistent with a system where seagrass and benthic productivity are severely diminished. When net heterotrophy is driven by human-induced nutrient pollution — a process known as eutrophication — it severely degrades estuarine health. Excess nitrogen and phosphorus from stormwater runoff, fertilizers, and untreated wastewater trigger algae blooms; when those blooms die and sink, bacteria consuming the organic matter drive respiration rates so high that dissolved oxygen is stripped from the water column, causing hypoxia and stressful conditions for fish and shellfish. The elevated nitrate, suppressed dissolved oxygen, and $CO_2$ supersaturation recorded at Station 33 are consistent with this eutrophication-driven cycle, corroborated by the FDOT stormwater outfalls discharging directly into the lagoon adjacent to the project site.

- The IRLON monitoring data is consistent with, and supportive of, the Prohibited shellfish harvesting designation for these waters described below.
- Shellfish Classification: The waters of the Indian River Lagoon adjacent to the project site are designated “Prohibited” under Shellfish Harvesting Area Classification Map No. 80, Body A, Brevard County, published by the Florida Department of Agriculture and Consumer Services, Division of Aquaculture, pursuant to Chapter 5L-1, Florida Administrative Code. A Prohibited designation is the most restrictive classification and is assigned only when water quality standards are exceeded for all other tiers. This designation corroborates the TEC survey findings, as set forth in Section III of this response.
- Site History: Historical aerial photography confirms the upland portion of the project site has been cleared and developed since at least 1994. Aerials from that year show three development pads within cleared uplands, with visible structures on the northernmost pad. By approximately 2002, the structures on the northernmost pad had been razed. Since that time, the uplands have been maintained as a mowed field.

## II. FLUE Policy 1.17.3 — Submerged Lands

### Staff Comment

Staff states the proposed fill “could be inconsistent with” FLUE Policy 1.17.3, which restricts use of submerged lands within the Indian River Lagoon to water-related development and prohibits transfer of development rights from submerged lands to uplands.

> *“Submerged lands within the Indian River Lagoon shall only be utilized for water related development (i.e., marinas, docks, boat ramps, etc.) and only after review and permitting by the appropriate State and/or Federal regulatory agency(s). Submerged lands within the Indian River Lagoon shall not be utilized for any land use density or intensity. Development rights under the comprehensive plan may not be transferred from these submerged lands to uplands.”*

### Response

**A. The Submerged Lands Are Already Protected by a Robust Framework of State and Federal Regulation**

The concerns underlying FLUE Policy 1.17.3 — the protection of submerged lands and associated aquatic resources from incompatible use — are addressed by existing state and federal regulatory

programs. The proposed fill of approximately 0.23 acres of the Indian River Lagoon is subject to the requirements of each of the following:

**St. Johns River Water Management District — Environmental Resource Permit (ERP)**

Under Part IV, Chapter 373, Florida Statutes, and Chapter 62-330, Florida Administrative Code, the SJRWMD exercises regulatory jurisdiction over all dredging and filling in wetlands and other surface waters, including the Class III waters of the Indian River Lagoon. The ERP program requires the Applicant to affirmatively demonstrate, among other things, that the proposed activity:

- Will not be contrary to the public interest — evaluated by weighing probable benefits against foreseeable detriments across factors including water quality, fish and wildlife values, wetland functions, navigation, recreation, and the needs and welfare of the public (Chapter 62-330, F.A.C.; ERP Applicant's Handbook Volume I, Section 10.2.1);
- Will not cause adverse water quality impacts to receiving waters — including Class III waters designated for recreation and the propagation of fish and wildlife (ERP Applicant's Handbook Vol. I, Section 10.2.4);
- Will not cause secondary or cumulative impacts to the Indian River Lagoon (ERP Applicant's Handbook Vol. I, Section 10.2.7);
- Will not adversely impact fish, wildlife, or listed species or their habitat; and
- Incorporates appropriate erosion control, turbidity control, and stormwater best management practices during and following construction.

The ERP also incorporates the Section 401 Water Quality Certification under the Clean Water Act, ensuring that state water quality standards are satisfied as part of the same review process.

**U.S. Army Corps of Engineers — Section 404/Section 10 Permit**

The Indian River Lagoon is a navigable water of the United States. Under Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act, the USACE exercises independent federal jurisdiction over the proposed fill. The USACE will conduct a public interest review under 33 CFR § 320.4, which requires a careful weighing of all relevant factors, including:

- Conservation, environmental concerns, wetlands, fish and wildlife values, and water quality;
- Navigation, floodplain values, recreation, and shore erosion and accretion;
- Land use, economics, safety, and the needs and welfare of the people;
- Compliance with the Section 404(b)(1) Guidelines (40 CFR Part 230), which establish substantive environmental standards for the discharge of fill material into waters of the United States; and
- Consultation with the U.S. Fish and Wildlife Service and National Marine Fisheries Service under Section 7 of the Endangered Species Act.

Under 33 CFR § 320.4(a)(1), a permit will not be issued unless the District Engineer determines the proposed activity is in the public interest. The public interest review is an independent federal evaluation that addresses the same resource protection concerns reflected in FLUE Policy 1.17.3.

**B. The Submerged Parcel Lies Outside the City's Jurisdictional Boundary**

The Applicant respectfully notes, for the Commission's consideration, that the submerged parcel proposed to be filled lies waterward of the mean high water line of the Indian River and outside the corporate limits of the City of Titusville. The City's own regulations define this jurisdictional limit:

- LDR Sec. 28-2(a)(4): Under the rules for interpretation of zoning district boundary lines, "where the boundary of a district follows a stream, lake or other body of water said boundary line shall be construed to be the limit of the jurisdiction of the City of Titusville." The Indian River Lagoon is the water body. The zoning district boundary follows the lagoon's shoreline and therefore constitutes the eastern limit of the City's zoning jurisdiction.
- LDR Sec. 29-22 (TSA Overlay District): The legal description of the Titusville Shoreline Area Overlay District defines the City's easternmost boundary. The district's western edge traces upland infrastructure — Riveredge Drive, U.S. Highway 1, and the Florida East Coast Railroad right-of-way — while its eastern edge originates and terminates at the mean high water line of the Indian River at both the northern and southern ends of the City. The boundary does not extend waterward of the mean high water line.
- Florida Constitution Art. X, §11 and Rule 18-21.003(39) and (67), F.A.C.: The Florida Constitution provides that "the title to lands under navigable waters, within the boundaries of the state, which have not been alienated, including beaches below mean high water lines, is held by the state, by virtue of its sovereignty in trust for all the people." The Indian River Lagoon is a navigable water of the state. Rule 18-21.003(39) gives legal precision to where that sovereign title begins: "Mean high water line means the intersection of the local elevation of mean high water with the shore. Mean high water line along the shore of land immediately bordering on navigable waters is recognized and declared to be the boundary between the foreshore owned by the State of Florida in its sovereign capacity and the uplands subject to private ownership." Rule 18-21.003(67) completes the framework by defining sovereignty submerged lands as those lands waterward of the mean high water line "which have not been heretofore conveyed or alienated." Together, these provisions establish that the mean high water line is the legal demarcation between state sovereignty and private upland ownership under Florida law — the same line at which the City's own regulations place its eastern jurisdictional limit. The land waterward of that line is either sovereign state land or, as here, privately owned submerged land validly alienated from state ownership. In neither case does it fall within the regulatory jurisdiction of the City of Titusville.

The appropriate reading of FLUE Policy 1.17.3 is as a statement of the City's land use policy within its own jurisdiction, consistent with the intent to direct submerged land questions to the state and federal agencies — the SJRWMD, FDEP, and USACE — whose expertise, standards, and authority are specifically designed for that purpose. The policy itself acknowledges this by requiring "review and permitting by the appropriate State and/or Federal regulatory agency(s)" before any use of submerged lands proceeds. The Applicant will satisfy that requirement in full.

## III. CME Objective 1.2 — Marine Resources

### Staff Comment

Staff states the proposed alteration may conflict with CME Objective 1.2 and associated policies protecting marine grassbeds, coastal marshes, aquatic vegetation, water quality, and listed species. Staff notes no environmental study was submitted.

### Response: TEC Completed A SAV Survey — No Submerged Aquatic Vegetation Present

TEC conducted a comprehensive Submerged Aquatic Vegetation (SAV) survey of the project area on September 27, 2025 — within the required June 1 through September 30 survey window. The survey was conducted by Lisa J. Toland, President of TEC. Methodology followed ACOE (2018), FDEP (2020), and Brevard County Manatee Protection Plan guidelines. The complete TEC survey report is attached as Exhibit A.

## Survey Results

The survey was conducted across five transects comprising 30 stations, with 1-meter plot frames established every 25 feet along each transect and a continuous pedestrian survey along a meandering north/south transect using a Fieldmaster Aquascope. Transects extended from the base of the existing rock revetment to 50 feet beyond the proposed work limit, encompassing a total survey area of 1.6 acres — substantially exceeding the 0.23-acre fill footprint.

- No seagrass detected at any of the 30 survey stations across the 1.6-acre study area.
- No rooted macroalgae detected at any station.
- No submerged aquatic vegetation of any kind found within the study area.
- Bottom substrate: bare sand bottom at 28 stations; bare sandy/silty bottom at 2 nearshore stations.
- FLUCCS Classification: 100 percent FLUCCS Code 5400 — Barren Substrate.
- Independent confirmation: SJRWMD 2023 Seagrass Coverage Map designates the project area as barren substrate with no seagrass.

## Why No SAV Is Present

- Two FDOT stormwater outfall pipes — 48 inches and 30 inches in diameter — discharge untreated stormwater from the condominium seawall immediately to the north of the site.
- One large outfall pipe discharges immediately to the south.
- Outfalls introduce petroleum products, heavy metals, nutrients, sediments, and debris directly into the lagoon adjacent to the project area.
- IRL context: Seagrasses in this stretch peaked around 2007 and have been absent since 2021 following the 2009 bloom and 2011 superbloom.
- Shellfish Harvesting Designation: The waters of the Indian River Lagoon adjacent to the project site are independently classified as “Prohibited” under Shellfish Harvesting Area Classification Map No. 80, Body A, Brevard County, published by DACS, Division of Aquaculture (Chapter 5L-1, F.A.C.). A Prohibited designation is assigned only when water quality standards are exceeded for all other classification tiers — Approved, Conditionally Approved, Restricted, and Conditionally Restricted. This designation is corroborative of the same pollution conditions identified by TEC as the likely cause of SAV absence and is consistent with the 100 percent barren substrate finding across all 30 survey stations.

## CME Policy Responses

- Policy 1.2.1 (native littoral vegetation): The City’s Comprehensive Plan defines the littoral zone as the area between the ordinary high water line and the most waterward extent of native emergent, submerged, or floating non-algae vegetation. The TEC SAV survey found no submerged or rooted aquatic vegetation within the 1.6-acre study area. The absence of SAV means there is no submerged component of the littoral zone to be disturbed by the proposed fill. The survey did note the presence of three stands of white mangrove (*Laguncularia racemosa*) along the shoreline. White mangrove is a protected species under Florida’s Mangrove Trimming and Preservation Act. Any trimming or alteration of these mangrove stands required by the project will be addressed through the SJRWMD Environmental Resource Permit process, which under the Act provides the applicable authorization for mangroves located within the footprint of a permitted activity. Any remaining emergent intertidal vegetation will be addressed through the stormwater management requirements of LDR Sec. 30-64(b)(1).
- Policy 1.2.3 (grassbed impacts): No grassbeds exist in the project area. Policy 1.2.3 is not triggered.

- Policy 1.2.3.2 (no net loss): No grassbeds exist. No net loss results. The standard is satisfied by the absence of the resource.
- Policy 1.2.4 (manatee): The proposed fill introduces no new boating activity. Manatee protection will be addressed through USACE and SJRWMD permitting.
- Policy 1.2.6 (threatened species): Johnson's seagrass (*Halophila johnsonii*) range begins south of Turkey Creek/Palm Bay — well south of this site. Turtle grass (*Thalassia testudinum*) does not occur north of Sebastian Inlet. No threatened seagrass species were identified within the TEC Completed A SAV survey area. A formal listed species survey for species beyond SAV has not been completed at this time. However, the protection of threatened and endangered species is ensured through the permitting process: both the SJRWMD Environmental Resource Permit and the USACE Section 404/Section 10 permit require coordination with the Florida Fish and Wildlife Conservation Commission (FWC), the U.S. Fish and Wildlife Service (USFWS), and the National Marine Fisheries Service (NMFS) prior to permit issuance. These consultations provide an independent, expert review of potential impacts to listed species before any work may proceed.

The TEC survey provides the professionally conducted, regulatory protocol-compliant evidence that Staff indicated was absent from the application. The proposed fill will not result in the loss of any submerged aquatic vegetation. CME Objective 1.2 is not implicated.

## IV. LDR Section 30-64 — Shoreline Alteration Standards

### Staff Comment

Staff identifies four requirements not addressed in the application: (1) the Section 30-64(g) five-part technical demonstration; (2) densely planted native vegetation shoreline per Sec. 30-64(b)(1)b; (3) LID BMPs per Sec. 30-64(b)(7); and (4) rock revetment qualification per Sec. 30-64(e).

### Response

**Sec. 30-64(g) — Five-Part Technical Demonstration**

- (1) Water quality: The rock revetment is a structural stabilization measure designed to reduce erosion of the existing unprotected shoreline situated between two existing bulkheads. It is well established in coastal engineering literature that bulkheads redirect wave energy to adjacent unprotected shorelines, accelerating their erosion through a process known as flanking (National Research Council, Mitigating Shore Erosion Along Sheltered Coasts, 2007; National Park Service, Seawalls, Bulkheads, and Revetments). The approximately 400 linear feet of shoreline at this site has experienced ongoing erosion as a direct consequence of this flanking effect from the hardened shorelines to the north and south. Stabilizing this shoreline through the proposed revetment will reduce sediment loading into the lagoon. Turbidity control measures will be employed during construction consistent with LDR Sec. 30-64(g)(1) and SJRWMD ERP requirements. A water quality impact assessment will be submitted by the project engineer with the Surface Water Permit application.
- (2) Loss of shoreline and aquatic vegetation: The TEC Completed SAV survey of 30 stations across 1.6 acres found no seagrass, rooted macroalgae, or SAV in the study area. FLUCCS classification is 100 percent barren substrate, confirmed independently by the SJRWMD 2023 Seagrass Coverage Map. There is no submerged aquatic vegetation to be lost. This criterion is satisfied by the TEC survey results. Any impacts to adjacent wetlands of the Indian River Lagoon system will be evaluated and permitted through the SJRWMD ERP and USACE Section 404 permitting processes. Upland vegetation impacts associated with site

development will be addressed through the City's land clearing requirements under LDR Sec. 30-83 and landscaping requirements under LDR Chapter 30, Article III, Division 10.

- (3) Adverse effects on adjacent properties: No adverse effects to adjacent properties are anticipated by the installation of the revetment as the adjacent shorelines are already hardened.
- (4) Waterward extension: The fill is designed to even and stabilize the eroded shoreline, not to materially advance it beyond its historic position. As Staff confirms, the approximately 400 linear feet of shoreline is located between two existing adjacent bulkheads, satisfying Sec. 30-64(e)(1)b.
- (5) Flow of water and navigational hazard: The revetment is shoreline-parallel and does not extend into the navigational channel.

**Sec. 30-64(b)(1) — Stormwater Management**

LDR Sec. 30-64(b)(1) requires stormwater management within the shoreline protection setback so as not to degrade the water quality of the receiving water body. The Code provides two methods of compliance: (a) a stormwater system designed, signed, and sealed by a professional engineer registered in the State of Florida, capable of preventing the first inch of runoff from a 25-year, 24-hour storm from entering surface waters; or (b) a densely planted shoreline of viable native vegetation, a minimum of ten (10) feet in width for the entire length of the shoreline. Additionally, LDR Sec. 30-64(b)(7) authorizes the Administrator to consider alternative stormwater management systems that utilize established Low Impact Development (LID) best management practices as an additional method of compliance. The Applicant will provide the required stormwater management through either an engineered stormwater system designed by the project engineer, a densely planted native vegetation shoreline of minimum ten (10) feet in width prepared by TEC, established LID best management practices, or a combination thereof, consistent with LDR Sec. 30-64(b)(1), Sec. 30-64(b)(7), and Comprehensive Plan Policy 1.5.8.

The responses set forth above address each of the shoreline and environmental concerns identified in the Staff Report. The record established through this response and TEC's SAV Survey demonstrates the following. The upland portion of this site has been cleared and maintained in a disturbed condition since at least 1994. The submerged area proposed to be filled has been confirmed through a professional survey to be 100 percent barren substrate with no seagrass, no rooted macroalgae, and no submerged aquatic vegetation of any kind. These existing conditions — a previously developed and continuously disturbed upland and an ecologically barren submerged area — form the factual basis for approval of this Conditional Use Permit. There are no submerged aquatic resources to be lost and no sensitive upland habitat to be protected. The Applicant respectfully requests that the Commission recommend approval of CUP No. 6-2025.

Respectfully submitted on behalf of:
**River Palms Riverfront Development II, LLC.**
Robert Kodsi, Applicant
Environmental Consultant: Toland Environmental Consulting, LLC.
Brevard County Parcel No. 22-35-10-AZ-6.01

# EXHIBIT A

TEC Submerged Aquatic Vegetation Survey

River Palms Riverfront Development Site — September 27, 2025

October 9, 2025

Mr. Ian Askew
Tricon Development of Brevard
6525 3rd Street, Suite 409
Rockledge, FL 32955

RE: Seagrass Survey River Palms Riverfront Development Site
200xx S. Washington Avenue, Titusville, FL 32952
Tax ID: 2205816, Parcel ID: 22-35-10-AZ-*-6.01

Dear Mr. Askew:

The following is a summary of Toland Environmental Consulting's (TEC) seagrass survey along the shoreline of a 7.73-acre parcel of property located in north Brevard County, Florida, in Titusville adjacent to the Indian River Lagoon (IRL), south of the Max Brewer Causeway whose tax and parcel identification numbers are 2205816 and 22-35-10-AZ-*-6.01, respectively. The seagrass study area is bounded to the west by undeveloped, commercial uplands, to the north by existing single-family residential condominiums with a hardened shoreline, and to the south by existing single-family townhomes with a hardened shoreline. The study site's position between two existing hardened shorelines has resulted in erosion along the site's 815-feet of shoreline (Figure 1). The purpose of the survey was to evaluate whether seagrasses or other submerged aquatic vegetation are present adjacent to the shoreline which is proposed to be filled and stabilized to prevent further erosion and even out the shoreline to facilitate future development.

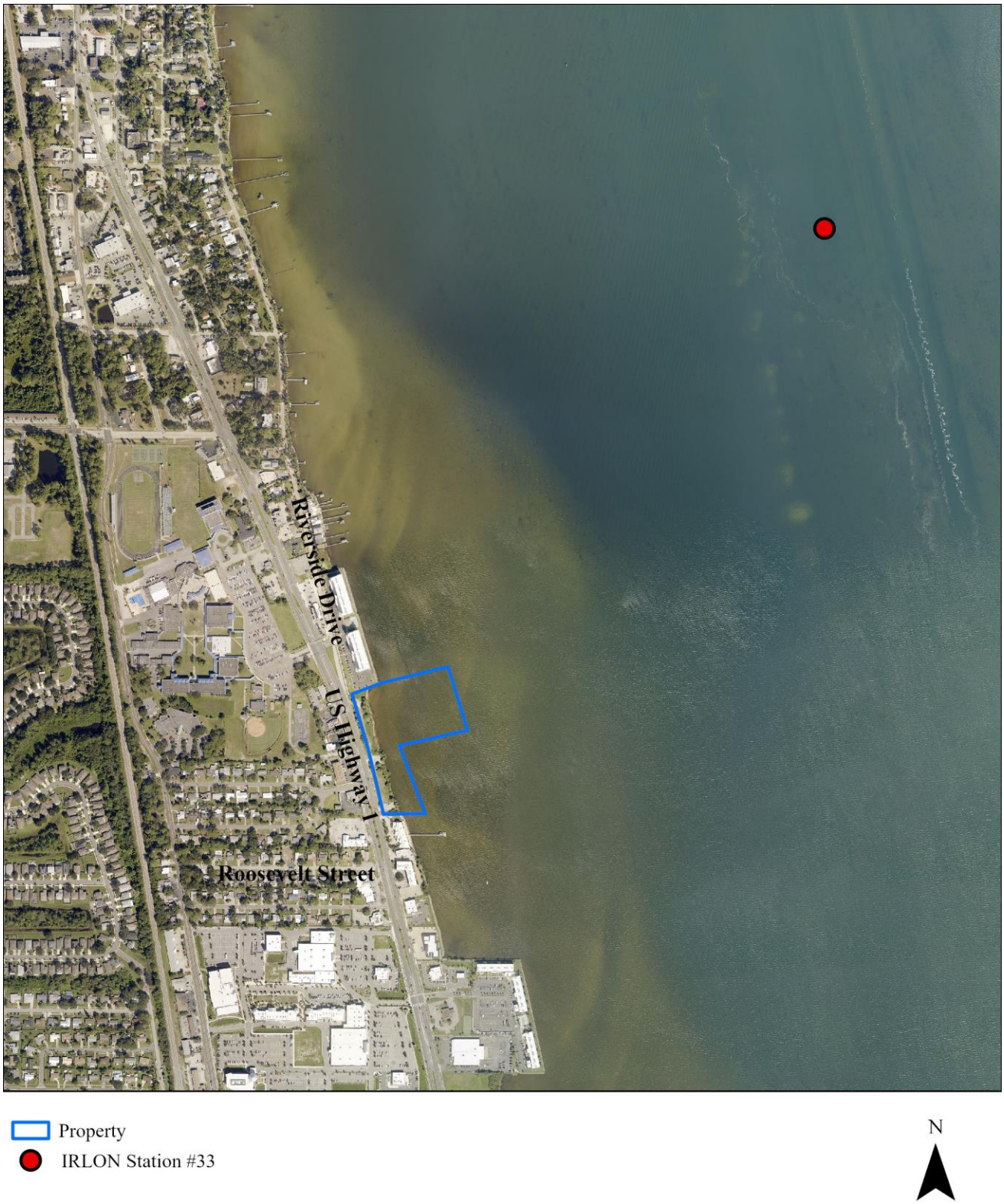
TEC's seagrass and submerged aquatic vegetation survey methodology incorporated the US Army Corps of Engineer's (ACOE) Submerged Aquatic Vegetation Survey Guidelines, dated May 7, 2018, the Florida Department of Environmental Protection's (FDEP) Guidance on Surveys for Potential Impacts to Submerged Aquatic Vegetation, dated Dec. 8, 2020, and Brevard County's 2003 Manatee Protection Plan.

For the purposes of the study TEC adopted FDEP's and the National Oceanic and Atmospheric Administration's (NOAA) National Marine Fisheries Service's (NMFS) definition of submerged aquatic vegetation as any benthic community comprised of any species of seagrass and/or rhizophytic macroalgae, including both calcareous and noncalcareous taxa. Areas without any seagrass or rhizophytic macroalgae that contained only drift algae were not considered SAV for the purpose of this study.

Seagrasses differ from marine macroalgae with their complex structure and true root systems. Seagrasses have leaves, specialized roots that moor the plant while extracting minerals and nutrients from the sediment, specialized reproductive systems including separate sexes, flowers, seeds, embryos that develop inside ovaries, and means of manufacturing food via photosynthesis while algae are relatively simplistic and possess holdfasts that assist in anchoring the plants to hard substratum.

Approximately 52 species of seagrasses exist worldwide, however, only seven species are found in Florida's marine waters. These seven species include shoal grass (*Halodule wrightii*), manatee grass (*Syringodium filiforme*), star grass (*Halophila engelmannii*), Paddle grass (*Halophila decipiens*), Widgeon grass (*Ruppia maritime*), turtle grass (*Thalassia testudinum*), and Johnson's seagrass (*Halophila johnsonii*). Johnson's seagrass is listed as a threatened species under the Endangered Species Act. Both turtle grass and Johnson's seagrass are only found in the southern half of the lagoon. The study site in well north of the known range of Johnson's seagrass which extends from Turkey Creek/Palm Bay in Brevard County south to central Biscayne Bay in Miami-Dade County, while turtle grass is only found south of Sebastian Inlet. In addition, the northern limit of manatee grass in the Indian River is near Cape Canaveral, or near the study site.

Figure 1: Regional Location Map




4092 Sparrow Hawk Road, Melbourne, Florida 32934 321-242-7173, 3217514070(fax) teclisa@cfl.rr.com

Shoal grass is an early colonizer of disturbed areas where conditions are too harsh for turtle and manatee seagrasses and where the water is too shallow for other seagrass species except widgeon grass. When occurring in a mixed seagrass beds, shoal grass occurs closest to shore. When growing in monospecific stands, shoal grass can extend into deep water. Manatee grass is the second most common seagrass in Florida waters and derives its common name as a favored food source of manatees. Manatee grass is the only seagrass with cylindrical blades. Widgeon grass is not true seagrass as it does not occur in full-salinity seawaters. It grows in both fresh and brackish water and is widely distributed in the less saline regions of Florida's estuaries, particularly in inlets along the east coast. This grass forms extensive meadows in subtidal areas that are exposed to intense sunlight. Turtle Grass is named after green sea turtles (*Chelonia mydas*) that are known to graze on large fields of this seagrass. Turtle grass is the largest of the Florida seagrasses with flat, ribbon-like blades that grow to 14 inches (35.5 cm) long and ½ inch (10 mm) wide. This seagrass is temperature limited and does not occur in the northern reaches of Florida's coastline. Johnson's seagrass is named in honor of J. Seward Johnson Sr., the founder of Harbor Branch Oceanographic Institution in Ft. Pierce, Florida. Johnson's seagrass has an extremely limited distribution within a range that extends from central Biscayne Bay to just north of Sebastian Inlet. Because of its limited range, this seagrass is classified as a threatened species pursuant to the provision of the Endangered Species Act. Paddle grass resembles Johnson's seagrass, but is identified by its green, paddle-shaped leaf with finely serrated margins. Finally, star grass is associated with deeper water growing on sandy or muddy bottoms at depths up to 130 feet (40 m).

Rooted macroalgae within the Indian River Lagoon are typically composed of invasive, noncalcarious *Caulerpa prolifera* throughout the lagoon and, to a lesser extent, *Caulerpa brachypus* in the northern reaches of the lagoon system. Calcareous rooted algae species with hard, calcified structures are less commonly encountered with the lagoon system and generally consist of either *Halimeda* (plate-like), *Penicillus* (shaving brush-like), and *Udotea* (fan-like) species.

TEC conducted the SAV survey on September 27, 2025 within the designated survey window between June 1 and September 30 of each year. To ensure adequate coverage, TEC established five survey transects along the shoreline. Transects began in the water at the base of a failing, historical rock revetment and extended 50 feet beyond the location of the proposed work. Transects were spaced at approximately 125-foot intervals 1-meter, seagrass survey plots were established every twenty-five feet along each transect. One continuous pedestrian survey of the bottom area was conducted along a meandering north/south transect using a Fieldmaster Aquascope to visually assess the lagoon bottom. The SAV survey area encompassed approximately 1.6 acres of river bottom (Figure 2, Photograph 1).



Photograph 1:
Seagrass Survey 1-Meter Plot Frame

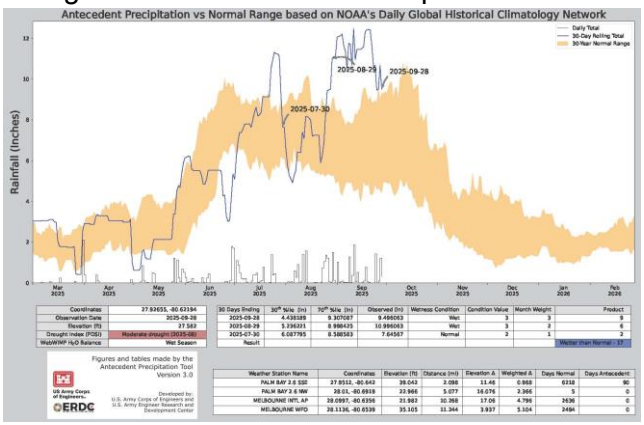
Data recorded at the beginning of each sampling day included surveyors, temperature, wind speed, and weather conditions. Data recorded at each sampling point included: station number; time sampled; latitude and longitude of station as determined using a Garmin Oregon 600 waterproof handheld GPS unit; water depth as recorded using a Vexilar handheld digital sonar unit accurate to 1.8 feet, below 1.8 feet, water depth was recorded using a Secchi disk calibrated to ½ inch intervals; Secchi depth in feet, seagrasses species present and percent composition of each species; percent composition of macroaglae present within the following categories; drift, epiphytic, and rooted; and comments. Any observed seagrass or other submerged aquatic vegetation was noted, whether on a transect line, adjacent to a transect, or within the limits of the 1.6-acre survey area.

Figure 2: Seagrass Survey Transects and Plot Frame Location Map



Rainfall levels during TEC's survey, as determined by the US Army Corps of Engineers (ACOE) Antecedent Precipitation Tool, were well above the thirty-year normal range for wet season conditions (Figure 3).

Figure 3: ACOE ATP Tool September 2025




The Harbor Branch Institute maintains a dedicated network of monitoring stations throughout the IRL that provides real-time, high-accuracy and high-resolution water quality and weather data of current and predicted conditions within the lagoon. Station 33 of Harbor Branch's Indian River Lagoon Observatory Network of Environmental Sensors (IRLON) is found northeast of the study site (Figure 1). Data from this sensor indicates that at the time of TEC's seagrass survey, water temperature, chlorophyll levels, dissolved oxygen levels, and turbidity levels were all within ranges classified as "good" by IRLON. Light penetration at the time of TEC's survey was limited to an average of 1.27 feet. This limited penetration is likely attributed to a localized bloom of *Pyrodinium bahamense*, a single-celled dinoflagellate that can discolor the water red to brown and *Aureoumbra lagunensis*, or brown tide (Personal communication, D. DeFresse – Executive Director, Indian River Lagoon National Estuary Program).

Seagrass beds are classified by the SJRWMD using Florida Department of Transportation's Land Use, Cover and Forms Classifiction System (FLUCCS Code). The codes used in this report are:

- FLUCCS code 9116, Seagrass, continuous, dense.
  - The dominant feature of these seagrass beds is that they are continuous in nature, with interconnected areas of seagrass. These beds may contain many small interspersed patches of sparsely vegetated or unvegetated bottom, and thus would have a lower limit of about 50 - 60% cover of seagrass. Only sand patches greater than 0.25 acres should be distinguished within a continuous, dense bed. Species composition is not mapped.

- FLUCCS code 9113, Seagrass, patchy.
  - Areas 0.25 acres or greater in size that consist of primarily (greater than 50%) bare bottom in which many small patches (each less than 0.25 acres) of seagrass are scattered, and where the seagrass patches are not interconnected. The lower limit of what constitutes a seagrass bed is approximately 10% cover; areas with <10% cover are considered "unvegetated bottom".

- FLUCCS code 5400, Barren substrate.
  - Areas with little or no perceptible seagrass (<10%) or only algae.

- FLUCCS code 9121, Algae Bed
  - In a few cases, beds of algae may be distinguishable from seagrass and should be mapped if >10% cover. Drift algae accumulating in seagrass beds are not mapped separately.

The results of TEC's SAV study showed that no seagrass beds or other submerged, rooted, macroalgae were present within the limits of the study area (Figure 4). Using this site-specific data, the study site would be classified by FLUCCS codes as one hundred percent, 5400 – Barren Substrate. The lack of SAV is potentially attributable to the presences of two, large, 48 and 30-inch diameter, Florida Department of Transportation (FDOT) outfall pipes located along the face of the seawall of the condominium project to the north as well as one large outfall pipe immediately to the south of the study site. These pipes discharge untreated stormwater runoff containing a variety of pollutants including petroleum products, heavy metals, nutrients, sediments and debris directly into the Indian River Lagoon.

TEC's results are consistent with seagrass trends within the IRL system. Seagrasses peaked in the IRL around 2007. The areal extent of seagrass within the lagoon system began to decline following a significant algae bloom in 2009 and the later "superbloom of 2011". The last highly productive year for seagrasses within this stretch of the lagoon was in 2015. Since this time, seagrasses and macroalgae have steadily declined to the point of absence since 2021. The SJRWMD currently maps the study area as baren substrate with no seagrass (Figure 5).

If you have any questions or require more information about this submerged aquatic vegetation survey, please contact me on my office phone at 321-242-7173 or by e-mail at tolandenvironmental@outlook.com.

Sincerely,

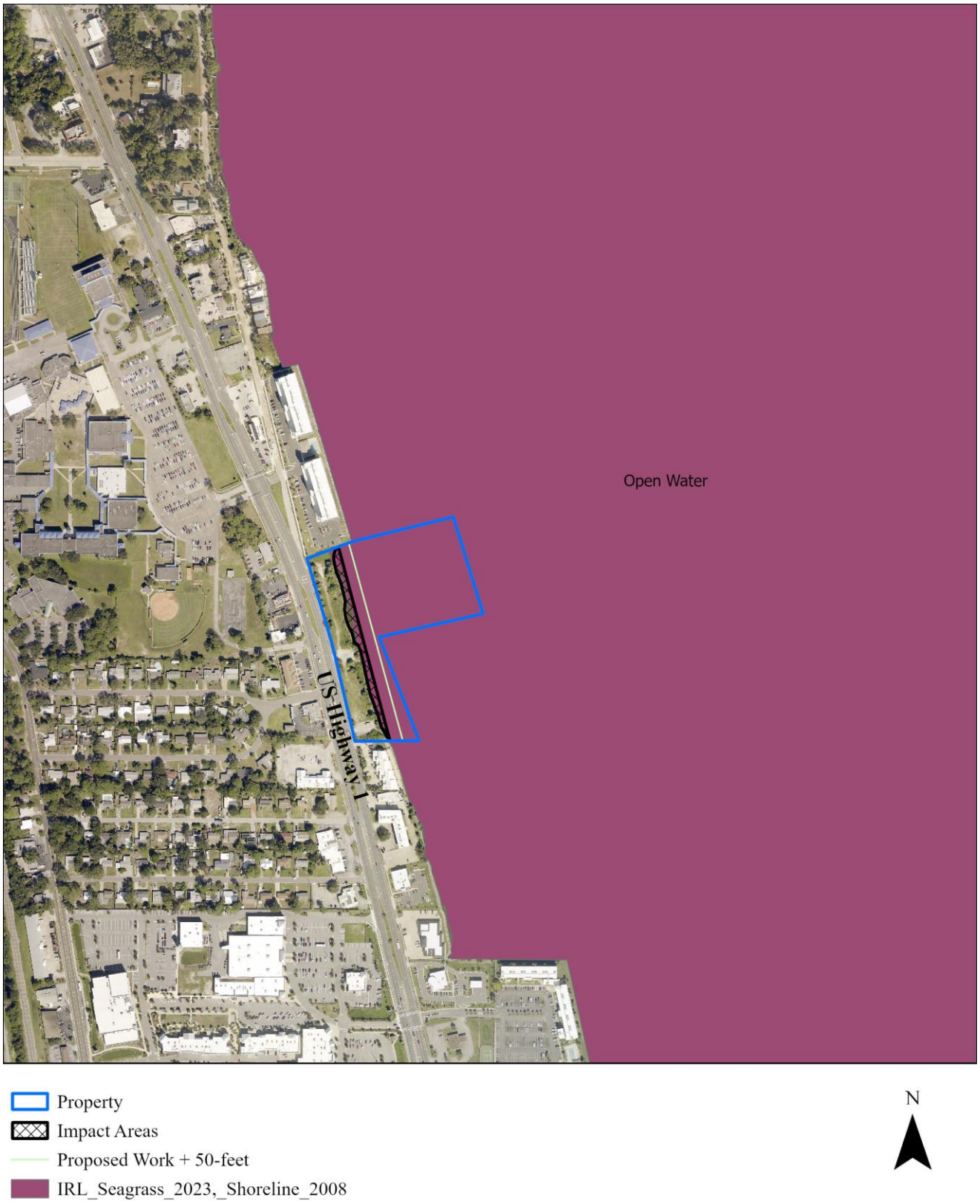
Lisa J. Toland

Lisa Toland, President

## Figure 4: Seagrass Survey Results

| Station Number | Water Depth (ft) | Secchi Depth (ft) | Segrasses Present | | Macroalgae Present | | | Comments |
|---|---|---|---|---|---|---|---|---|
| | | | Species | Percent Coverage | Rooted, Drift, Epiphytic | Species | Percent Coverage | |
| 1-1 | 1.67 | 1.21 | None | | | | | Bare sandy/silty bottom |
| 1-2 | 2.25 | 1.42 | None | | | | | Bare sand bottom |
| 1-3 | 2.25 | 1.33 | None | | | | | Bare sand bottom |
| 1-4 | 2.33 | 1.33 | None | | | | | Bare sand bottom |
| 1-5 | 2.46 | 1.25 | None | | | | | Bare sand bottom |
| 1-6 | 2.67 | 1.21 | None | | | | | Bare sand bottom |
| 2-1 | 1.92 | 1.25 | None | | | | | Bare sandy/silty bottom |
| 2-2 | 2.17 | 1.42 | None | | | | | Bare sand bottom |
| 2-3 | 2.25 | 1.33 | None | | | | | Bare sand bottom |
| 2-4 | 2.46 | 1.29 | None | | | | | Bare sand bottom |
| 2-5 | 2.46 | 1.25 | None | | | | | Bare sand bottom |
| 2-6 | 2.54 | 1.25 | None | | | | | Bare sand bottom |
| 3-1 | 1.79 | 1.25 | None | | | | | Bare sand bottom |
| 3-2 | 2.21 | 1.25 | None | | | | | Bare sand bottom |
| 3-3 | 2.42 | 1.25 | None | | | | | Bare sand bottom |
| 3-4 | 2.54 | 1.12 | None | | | | | Bare sand bottom |
| 3-5 | 2.62 | 1.25 | None | | | | | Bare sand bottom |
| 3-6 | 2.62 | 1.25 | None | | | | | Bare sand bottom |
| 4-1 | 1.46 | 1.33 | None | | | | | Bare sand bottom |
| 4-2 | 2.25 | 1.25 | None | | | | | Bare sand bottom |
| 4-3 | 2.25 | 1.25 | None | | | | | Bare sand bottom |
| 4-4 | 2.29 | 1.21 | None | | | | | Bare sand bottom |
| 4-5 | 2.50 | 1.21 | None | | | | | Bare sand bottom |
| 4-6 | 2.58 | 1.21 | None | | | | | Bare sand bottom |
| 5-1 | 1.21 | 1.21 | None | | | | | Bare sand bottom |
| 5-2 | 2.21 | 1.58 | None | | | | | Bare sand bottom |
| 5-3 | 2.21 | 1.17 | None | | | | | Bare sand bottom |
| 5-4 | 2.17 | 1.25 | None | | | | | Bare sand bottom |
| 5-5 | 2.33 | 1.21 | None | | | | | Bare sand bottom |
| 5-6 | 2.50 | 1.21 | None | | | | | Bare sand bottom |

Figure 5: SJRWMD 2023 Seagrass Coverage Map



A Level I Traffic Impact Analysis of:

# River Palms II Titusville

Located in:

**Brevard County, Florida**

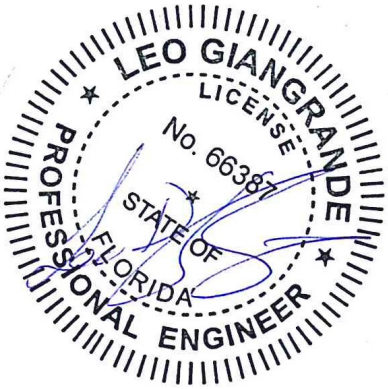
Prepared for:
**Tricon Development of Brevard**

Prepared by:

GIANGRANDE
Engineering & Planning
*Engineering Business License: 30901*
**Stuart, FL**
**772.888.9076**

**Prepared:**
**May 2026**

Leo Giangrande, P.E.
P.E. Reg #66387
Date:



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## APPENDICES

ITE Trip Generation 11th Edition Plots

Florida Traffic Online TDA Exhibits

Space Coast TPO (2023)

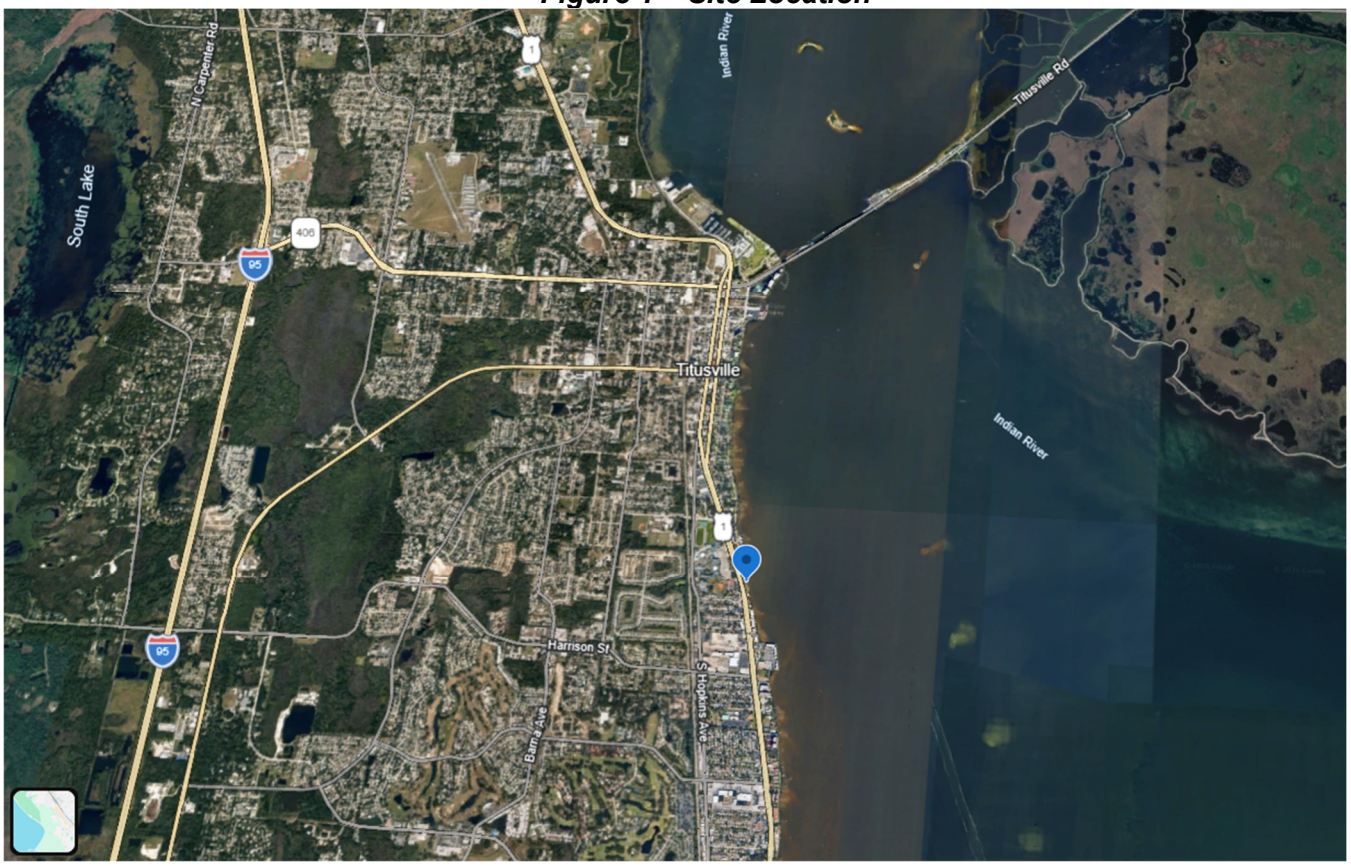
Revised Site Plan

## INTRODUCTION

Giangrande Engineering and Planning has been requested to perform a level I traffic impact analysis in support of the proposed Tricon Development project called River Palms II located in the jurisdiction of Brevard County, Florida. The development site is 2.23 acres in size located on the east side of S Washington Ave (US-1). The proposed project consists of the development of 2 three-story office buildings, approximately 36,754 square feet. A site plan has been included in the ***Appendix*** for reference.

The Brevard County Parcel Identification Number is 22-35-10-AZ-*-6.01. ***Figure 1*** below details the location of the site in relation to the surrounding roadway network.

***Figure 1 – Site Location***




## TRIP GENERATION

The peak hour traffic generation for the site was available from the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11th Edition for Apartment (ITE Code 710). The full build-out of proposed development is 2 three-story general office buildings (710). The existing site is vacant and has no existing traffic impact. The calculation of the trip generation is summarized below in ***Table 1***.

***Table 1 – Trip Generation***

| River Palms II Titusville in Brevard County | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 11th Edition ITE Generation Rates - Peak Hour of Adjacent Street - Fitted Curve | | | | | | | | | |
| | | | AM | | | PM | | | ADT |
| ITE Code | Type | Units | In | Out | Total | In | Out | Total | Total |
| 710 | General Office Building | 36,754 SF | 62 | 9 | 71 | 12 | 60 | 72 | 486 |
| | Total | | 62 | 9 | 71 | 12 | 60 | 72 | 486 |

Based on the data table above the greatest traffic impact is the PM Exiting trips with a sum of 72 trips exiting the site. The equations and plot charts utilized derived from the trip generation web-based app are provided in the appendix of this report for reference.

## *TRIP DISTRIBUTION*

The distribution of trips takes into account the cardinal distribution directions which were interpolated based on the AADT of the surrounding road network. The distribution begins with the adjacent roads and distributes onto the next adjacent major roads which consist of:

- S Washington Avenue (major road)
- Harrison St (major road) (west distribution)
- SR-406 (Garden Street) (major road) (west distribution)
- A. Max Brewer Memorial Pkwy (major road) (east distribution)

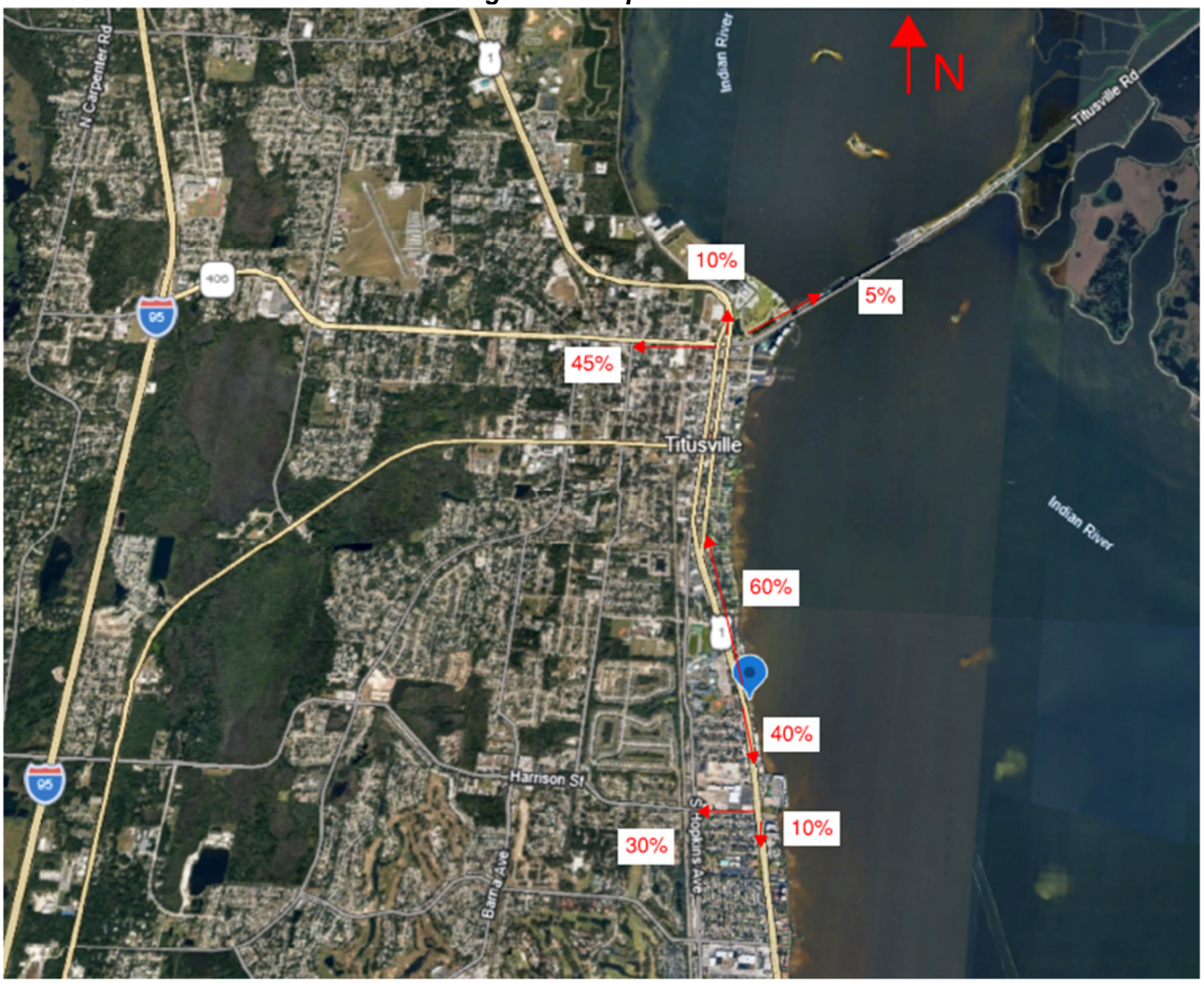
The distribution theoretically will flow as described here:

Peak hour peak direction trips will exit the site utilizing entrance/exit on S Washington Avenue (please refer to the provided site plan in the appendix). From there trips planning to travel west must first head south along S Washington Avenue to the signalized intersection of Harrison Street, or north along S Washington Avenue to the intersection of Garden Avenue to head east/west.

S Washington Avenue will be impacted by 100% of the projected trips as from there the trips can connect to their desired arterial road and distribute to their destination. It is anticipated that 40% will travel south and 60% north from the site. The project trips have the option to travel west on Harrison St (30% of total trips), or on Garden St (45% of total trips) at signalized intersections. From there these trips can connect to I-95 and distribute to their destination.

The development of the trip distributions from the project site to the surrounding communities is based on the location of major roadways within the vicinity of the project. ***Figure 2*** is provided as a graphical representation of the trip distribution percentages to roadway links and intersections within the project vicinity.

***Figure 2 – Trip Distribution***




## *BACKGROUND & LINK ANALYSIS*

The traffic impact on existing roadways was determined utilizing traffic station data provided in the Space Coast TPO (2023), and the FDOT TDA (2025) for the impacted roads.

- S Washington Avenue has Station 705143, (interpolated from 705201) with a current PHP of 1,900 + 43 assigned trips = 1,943 trips with a max volume of 41,790 trips.
- Harrison Street has Station 707053 with a current PHP of 502+22 assigned trips = 544 trips with a max volume of 18,500 trips.
- A. Max Brewer Memorial Pkwy has Station 705098, of 7,600+4 assigned trips = 7,604 trips with a max volume of 14,800 trips.
- Garden Street has Station 700005, (interpolated from 705201) of 900+32 assigned trips = 932 trips with a max volume of 32,400 trips.

An annual growth rate of 1.00% was applied to the build-out year of 2028. The Florida Traffic Online website was used to obtain the latest 2025 AADT data for the major road segments for historical growth analysis.

***Table 2*** is provided to show the analysis for each of the links within the limits of the area of distribution impacted by the project.

***Table 2 – Link Analysis***

| Segment Number | Road Name | From | To | Type | 2025 AADT | 2025 PH (dir) Existing | Annual Growth |
|---|---|---|---|---|---|---|---|
| 1 | S Washington Ave (SB) | Grace St | Harrison St | 6-ln | 25,000 | 1,900 | 1.00% |
| 2 | S Washington Ave (NB) | Harrison St | Grace St | 6-ln | 25,000 | 1,900 | 1.00% |
| 3 | Harrison St (WB) | Washington Ave | Buena Vista Dr | 6-ln | 9,400 | 502 | 1.00% |
| 4 | Garden St (WB) | Washington Ave | Park Ave | 6-ln | 12,800 | 900 | 1.00% |
| 5 | A. Max Brewer Memorial Pkwy (EB) | Washington Ave | SR 402 | 6-ln | 7,600 | 614 | 1.00% |

***Table 2 – Link Analysis (cont.)***

| 2028 PH (dir) Growth | Project Assign. | Project Trips | 2028 PH (dir) Build-out | Service Volume | Project % of Service | 2% Test | Concurrency Test |
|---|---|---|---|---|---|---|---|
| 1,958 | 40% | 29 | 1,986 | 41,790 | 0.1% | 836 | OK |
| 1,958 | 60% | 43 | 2,001 | 41,790 | 0.1% | 836 | OK |
| 517 | 30% | 22 | 539 | 18,500 | 0.1% | 370 | OK |
| 927 | 45% | 32 | 960 | 32,400 | 0.1% | 648 | OK |
| 633 | 5% | 4 | 636 | 14,800 | 0.0% | 296 | OK |

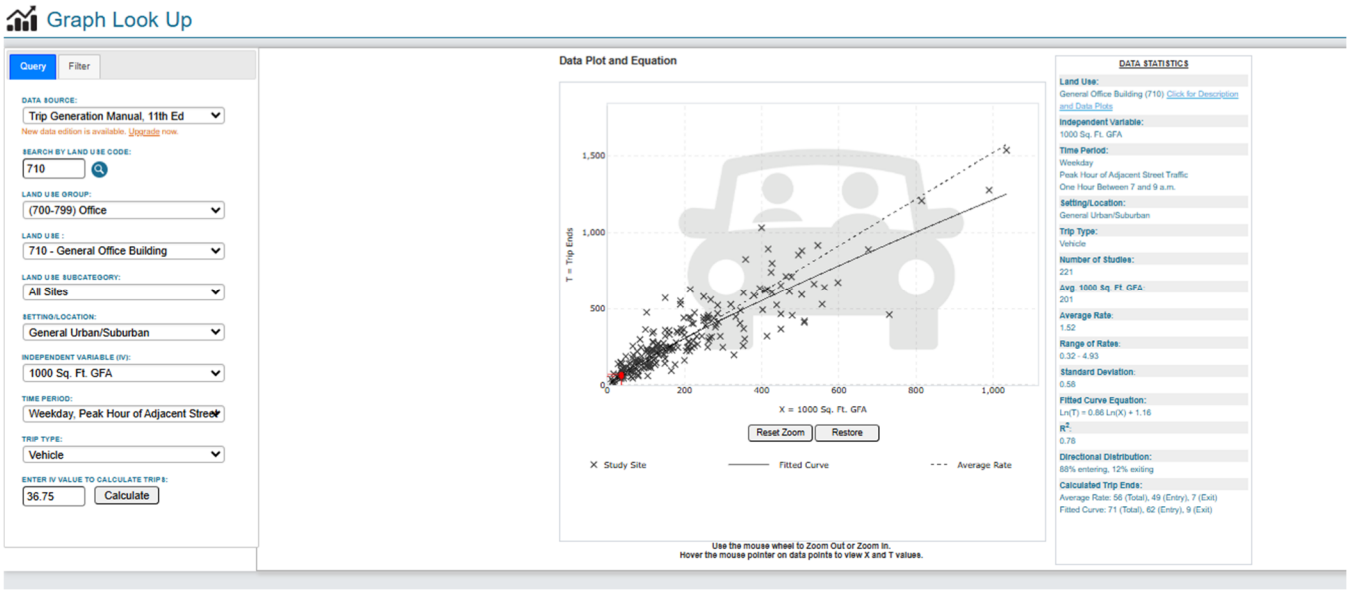
As indicated in ***Table 2*** (above), the project traffic impact upon the major roads is <1.00%. The roadway segments will continue to function at their current and acceptable level of service below capacity. The traffic impact from this project is considered insignificant.

## *CONCLUSION*

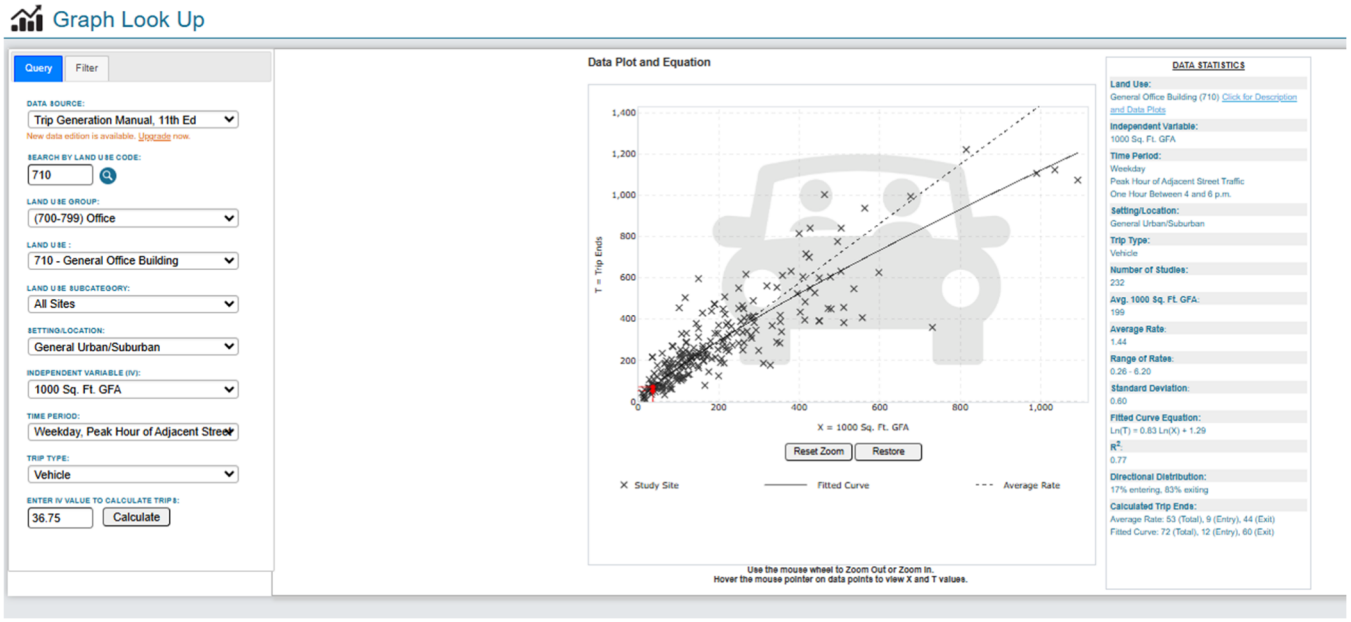
Based on this traffic analysis, the proposed development is not anticipated to have adverse impacts to the surrounding roadway network based on build-out conditions. The projected volumes generated by the anticipated uses indicate that the adjacent roadway links will operate at an acceptable Level of Service with no mitigation improvements. The existing roadway network is capable of accommodating the additional new vehicle trips the development is anticipated to generate.

The proposed River Palms II commercial office development is compatible with the existing transportation network and meets transportation concurrency requirements of Brevard County, the City of Titusville, and applicable reviewing agencies.

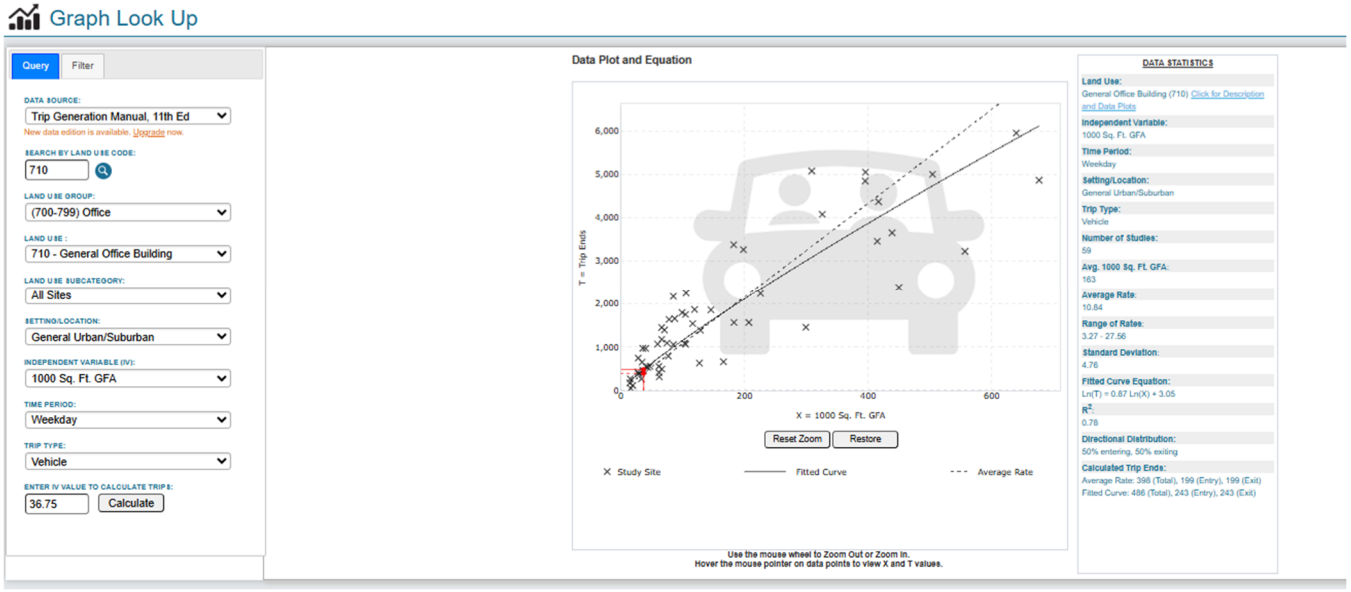
# ***APPENDIX***




ITE Trip Gen Peak Hour AM Vehicles




ITE Trip Gen Peak Hour PM Vehicles




ITE Trip Gen Weekday Total Vehicles

COUNTY: 70
STATION: 5201
DESCRIPTION: ON US-1 (SB), 0.081 MI. S OF SR-406 (NB=147)
START DATE: 08/13/2025
START TIME: 0000

DIRECTION: S

| TIME | 1ST | 2ND | 3RD | 4TH | TOTAL |
|---|---|---|---|---|---|
| 0000 | 26 | 13 | 14 | 9 | 62 |
| 0100 | 12 | 13 | 5 | 10 | 40 |
| 0200 | 9 | 9 | 6 | 5 | 29 |
| 0300 | 10 | 6 | 13 | 11 | 40 |
| 0400 | 21 | 32 | 39 | 42 | 134 |
| 0500 | 44 | 70 | 54 | 84 | 252 |
| 0600 | 86 | 112 | 127 | 148 | 473 |
| 0700 | 149 | 191 | 205 | 244 | 789 |
| 0800 | 215 | 203 | 174 | 168 | 760 |
| 0900 | 168 | 194 | 184 | 197 | 743 |
| 1000 | 194 | 168 | 186 | 181 | 729 |
| 1100 | 177 | 212 | 182 | 241 | 812 |
| 1200 | 221 | 173 | 192 | 181 | 767 |
| 1300 | 198 | 190 | 179 | 213 | 780 |
| 1400 | 195 | 174 | 195 | 205 | 769 |
| 1500 | 231 | 232 | 221 | 226 | 910 |
| 1600 | 181 | 195 | 226 | 235 | 837 |
| 1700 | 242 | 215 | 182 | 202 | 841 |
| 1800 | 159 | 146 | 161 | 133 | 599 |
| 1900 | 125 | 117 | 128 | 121 | 491 |
| 2000 | 89 | 93 | 104 | 79 | 365 |
| 2100 | 60 | 51 | 54 | 51 | 216 |
| 2200 | 48 | 44 | 32 | 22 | 146 |
| 2300 | 29 | 21 | 35 | 15 | 100 |
| 24-HOUR TOTALS: | | | | | 11684 |

PEAK VOLUME INFORMATION

| | HOUR | VOLUME |
|---|---|---|
| A.M. | 730 | 867 |
| P.M. | 1630 | 918 |
| DAILY | 1630 | 918 |

TRUCK PERCENTAGE 4.33 NAN 4.33

CLASSIFICATION SUMMARY DATABASE

| DIR | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | TOTTRK | TOTVOL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S | 103 | 8089 | 2986 | 7 | 266 | 50 | 2 | 137 | 41 | 2 | 0 | 0 | 1 | 0 | 0 | 506 | 11684 |

GENERATED BY SPS 5.0.0.63

COUNTY: 70
STATION: 7053
DESCRIPTION: ON HARRISON ST, 0.12 MI W OF HOPKINS AVENUE (HPMS)
START DATE: 08/12/2025
START TIME: 0000

| | DIRECTION: E | | | | | DIRECTION: W | | | | | COMBINED |
|---|---|---|---|---|---|---|---|---|---|---|---|
| TIME | 1ST | 2ND | 3RD | 4TH | TOTAL | 1ST | 2ND | 3RD | 4TH | TOTAL | TOTAL |
| 0000 | 9 | 1 | 1 | 1 | 12 | 8 | 5 | 5 | 7 | 25 | 37 |
| 0100 | 1 | 1 | 5 | 0 | 7 | 3 | 4 | 5 | 3 | 15 | 22 |
| 0200 | 1 | 1 | 3 | 1 | 6 | 4 | 6 | 3 | 5 | 18 | 24 |
| 0300 | 2 | 4 | 2 | 3 | 11 | 3 | 1 | 5 | 2 | 11 | 22 |
| 0400 | 5 | 8 | 7 | 10 | 30 | 2 | 2 | 5 | 1 | 10 | 40 |
| 0500 | 12 | 22 | 29 | 20 | 83 | 5 | 10 | 12 | 7 | 34 | 117 |
| 0600 | 33 | 48 | 49 | 52 | 182 | 11 | 14 | 13 | 19 | 57 | 239 |
| 0700 | 55 | 61 | 72 | 89 | 277 | 21 | 23 | 52 | 53 | 149 | 426 |
| 0800 | 103 | 74 | 67 | 55 | 299 | 61 | 86 | 77 | 49 | 273 | 572 |
| 0900 | 54 | 62 | 62 | 58 | 236 | 39 | 53 | 33 | 54 | 179 | 415 |
| 1000 | 71 | 47 | 65 | 79 | 262 | 62 | 66 | 44 | 56 | 228 | 490 |
| 1100 | 60 | 64 | 74 | 76 | 274 | 56 | 69 | 67 | 66 | 258 | 532 |
| 1200 | 66 | 67 | 77 | 78 | 288 | 78 | 80 | 82 | 82 | 322 | 610 |
| 1300 | 75 | 73 | 56 | 60 | 264 | 68 | 74 | 64 | 90 | 296 | 560 |
| 1400 | 62 | 77 | 80 | 74 | 293 | 74 | 90 | 86 | 84 | 334 | 627 |
| 1500 | 75 | 106 | 107 | 90 | 378 | 84 | 90 | 117 | 152 | 443 | 821 |
| 1600 | 81 | 81 | 101 | 76 | 339 | 119 | 114 | 110 | 123 | 466 | 805 |
| 1700 | 89 | 78 | 85 | 86 | 338 | 123 | 121 | 107 | 90 | 441 | 779 |
| 1800 | 72 | 63 | 72 | 57 | 264 | 95 | 88 | 90 | 66 | 339 | 603 |
| 1900 | 62 | 48 | 53 | 55 | 218 | 75 | 74 | 58 | 51 | 258 | 476 |
| 2000 | 55 | 45 | 43 | 42 | 185 | 53 | 53 | 54 | 69 | 229 | 414 |
| 2100 | 26 | 26 | 27 | 13 | 92 | 56 | 54 | 32 | 25 | 167 | 259 |
| 2200 | 12 | 20 | 13 | 3 | 48 | 26 | 28 | 19 | 15 | 88 | 136 |
| 2300 | 11 | 9 | 11 | 3 | 34 | 12 | 12 | 14 | 5 | 43 | 77 |
| 24-HOUR TOTALS: | | | | | 4420 | | | | | 4683 | 9103 |

PEAK VOLUME INFORMATION

| | DIRECTION: E | | DIRECTION: W | | COMBINED DIRECTIONS | |
|---|---|---|---|---|---|---|
| | HOUR | VOLUME | HOUR | VOLUME | HOUR | VOLUME |
| A.M. | 730 | 338 | 745 | 277 | 745 | 610 |
| P.M. | 1515 | 384 | 1530 | 502 | 1515 | 862 |
| DAILY | 1515 | 384 | 1530 | 502 | 1515 | 862 |

TRUCK PERCENTAGE 2.17 2.43 2.31

CLASSIFICATION SUMMARY DATABASE

| DIR | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | TOTTRK | TOTVOL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| E | 30 | 3493 | 801 | 1 | 46 | 5 | 0 | 42 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 96 | 4420 |
| W | 31 | 3621 | 917 | 5 | 64 | 6 | 0 | 37 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 114 | 4683 |

GENERATED BY SPS 5.0.0.63

COUNTY: 70
STATION: 7076
DESCRIPTION: ON A MAX BREWER MEM PKWY., 0.39 MILES EAST OF US 1
START DATE: 08/13/2025
START TIME: 0000

| | DIRECTION: E | | | | | DIRECTION: W | | | | | COMBINED |
|---|---|---|---|---|---|---|---|---|---|---|---|
| TIME | 1ST | 2ND | 3RD | 4TH | TOTAL | 1ST | 2ND | 3RD | 4TH | TOTAL | TOTAL |
| 0000 | 6 | 5 | 3 | 5 | 19 | 8 | 18 | 4 | 9 | 39 | 58 |
| 0100 | 1 | 5 | 5 | 1 | 12 | 11 | 11 | 12 | 8 | 42 | 54 |
| 0200 | 5 | 4 | 5 | 3 | 17 | 3 | 0 | 6 | 6 | 15 | 32 |
| 0300 | 2 | 1 | 1 | 5 | 9 | 8 | 6 | 11 | 8 | 33 | 42 |
| 0400 | 4 | 7 | 14 | 20 | 45 | 7 | 6 | 4 | 1 | 18 | 63 |
| 0500 | 34 | 71 | 142 | 120 | 367 | 4 | 5 | 6 | 24 | 39 | 406 |
| 0600 | 122 | 144 | 187 | 161 | 614 | 13 | 12 | 22 | 10 | 57 | 671 |
| 0700 | 107 | 86 | 74 | 95 | 362 | 28 | 29 | 22 | 26 | 105 | 467 |
| 0800 | 86 | 63 | 55 | 54 | 258 | 20 | 21 | 28 | 28 | 97 | 355 |
| 0900 | 48 | 51 | 47 | 45 | 191 | 28 | 26 | 24 | 26 | 104 | 295 |
| 1000 | 45 | 39 | 48 | 43 | 175 | 37 | 25 | 32 | 39 | 133 | 308 |
| 1100 | 36 | 29 | 43 | 47 | 155 | 33 | 27 | 41 | 36 | 137 | 292 |
| 1200 | 43 | 44 | 55 | 39 | 181 | 47 | 40 | 42 | 51 | 180 | 361 |
| 1300 | 31 | 40 | 52 | 29 | 152 | 37 | 49 | 41 | 51 | 178 | 330 |
| 1400 | 37 | 40 | 34 | 24 | 135 | 60 | 61 | 39 | 72 | 232 | 367 |
| 1500 | 31 | 35 | 31 | 35 | 132 | 73 | 93 | 117 | 154 | 437 | 569 |
| 1600 | 31 | 35 | 22 | 35 | 123 | 147 | 108 | 139 | 111 | 505 | 628 |
| 1700 | 31 | 41 | 36 | 47 | 155 | 121 | 91 | 87 | 135 | 434 | 589 |
| 1800 | 46 | 39 | 53 | 39 | 177 | 106 | 50 | 54 | 62 | 272 | 449 |
| 1900 | 36 | 45 | 31 | 36 | 148 | 50 | 50 | 45 | 51 | 196 | 344 |
| 2000 | 28 | 24 | 14 | 21 | 87 | 51 | 45 | 38 | 30 | 164 | 251 |
| 2100 | 22 | 15 | 16 | 7 | 60 | 25 | 16 | 16 | 22 | 79 | 139 |
| 2200 | 8 | 12 | 6 | 6 | 32 | 17 | 23 | 21 | 25 | 86 | 118 |
| 2300 | 7 | 8 | 4 | 2 | 21 | 26 | 26 | 10 | 20 | 82 | 103 |
| 24-HOUR TOTALS: | | | | | 3627 | | | | | 3664 | 7291 |

PEAK VOLUME INFORMATION

| | DIRECTION: E | | DIRECTION: W | | COMBINED DIRECTIONS | |
|---|---|---|---|---|---|---|
| | HOUR | VOLUME | HOUR | VOLUME | HOUR | VOLUME |
| A.M. | 645 | 428 | 830 | 110 | 645 | 517 |
| P.M. | 1745 | 185 | 1545 | 548 | 1545 | 671 |
| DAILY | 600 | 614 | 1545 | 548 | 600 | 671 |

TRUCK PERCENTAGE 3.03 3.33 3.18

CLASSIFICATION SUMMARY DATABASE

| DIR | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | TOTTRK | TOTVOL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| E | 23 | 2385 | 1109 | 1 | 22 | 39 | 0 | 33 | 11 | 0 | 4 | 0 | 0 | 0 | 0 | 110 | 3627 |
| W | 41 | 2452 | 1049 | 2 | 19 | 39 | 0 | 40 | 20 | 0 | 0 | 2 | 0 | 0 | 0 | 122 | 3664 |

GENERATED BY SPS 5.0.0.63

| ID | Road | From | To | Functional Classification | Existing Volume 2023 or Most Recent | Existing MAV | Existing Vol/MAV | Acceptable LOS* |
|---|---|---|---|---|---|---|---|---|
| 238 | SINGLETON AVE. | GARDEN ST. | DAIRY RD. | Urban Major Collector | 6,984 | 15,600 | 0.45 | E |
| 547 | SINGLETON AVE. | DAIRY RD. | SR 46 | Urban Major Collector | 1,516 | 15,600 | 0.10 | E |
| 234 | SISSON RD. | SR 405 | SAN MATEO BLVD. | Urban Major Collector | 5,893 | 15,600 | 0.38 | E |
| 550 | SISSON RD. | SAN MATEO BLVD. | SR 50 | Urban Major Collector | 8,561 | 15,600 | 0.55 | E |
| 201 | SR 46 | VOLUSIA CO. | FAWN LAKE BLVD. | Rural Principal Arterial Other | 6,522 | 8,400 | 0.78 | C |
| 200 | SR 46 | FAWN LAKE BLVD. | I-95 | Urban Principal Arterial-Other | 10,664 | 14,160 | 0.75 | D |
| 199 | SR 46 | I-95 | US 1 | Urban Principal Arterial-Other | 12,791 | 14,160 | 0.90 | D |
| 231 | SR 50 | ORANGE CO. | I-95 | Rural Principal Arterial Other | 14,577 | 40,300 | 0.36 | C |
| 232 | SR 50 | I-95 | SR 405 | Urban Principal Arterial-Other | 29,484 | 41,790 | 0.71 | D |
| 164 | SR 50 | SR 405 | BARNA AVE. | Urban Minor Arterial | 20,515 | 41,790 | 0.49 | D |
| 163 | SR 50 | BARNA AVE. | SISSON RD. | Urban Minor Arterial | 21,916 | 41,790 | 0.52 | D |
| 162 | SR 50 | SISSON RD. | HOPKINS AVE. | Urban Minor Arterial | 19,235 | 34,020 | 0.57 | D |
| 161 | SR 50 | HOPKINS AVE. | US 1 | Urban Minor Arterial | 14,510 | 34,020 | 0.43 | D |
| 218 | SR 405 (COLUMBIA BLVD.) | SR 50 | BARNA AVE. | Urban Principal Arterial-Other | 18,524 | 41,790 | 0.44 | D |
| 219 | SR 405 (COLUMBIA BLVD.) | BARNA AVE. | SR 407 | Urban Principal Arterial-Other | 19,055 | 41,790 | 0.46 | D |
| 220 | SR 405 (COLUMBIA BLVD.) | SR 407 | GRISSOM PKWY. | Urban Principal Arterial-Other | 19,210 | 41,790 | 0.46 | D |
| 221 | SR 405 (COLUMBIA BLVD.) | GRISSOM PKWY. | SISSON RD. | Urban Principal Arterial-Other | 17,510 | 41,790 | 0.42 | D |
| 222 | SR 405 (COLUMBIA BLVD.) | SISSON RD. | US 1 | Urban Principal Arterial-Other | 12,463 | 41,790 | 0.30 | D |
| 217 | SR 405 (SOUTH ST.) | SR 50 | FOX LAKE RD. | Urban Minor Arterial | 18,794 | 18,590 | 1.01 | D |
| 216 | SR 405 (SOUTH ST.) | FOX LAKE RD. | SINGLETON AVE. | Urban Minor Arterial | 11,917 | 17,700 | 0.67 | D |
| 215 | SR 405 (SOUTH ST.) | SINGLETON AVE. | PARK AVE. | Urban Minor Arterial | 6,345 | 37,810 | 0.17 | D |
| 214 | SR 405 (SOUTH ST.) | PARK AVE. | WASHINGTON AVE. | Urban Minor Arterial | 5,390 | 34,020 | 0.16 | D |
| 595 | SR 406 (GARDEN ST.) | CARPENTER RD. | I-95 | Urban Major Collector | 7,443 | 15,600 | 0.48 | D |
| 202 | SR 406 (GARDEN ST.) | I-95 | SINGLETON AVE. | Urban Principal Arterial-Other | 15,220 | 41,790 | 0.36 | D |
| 203 | SR 406 (GARDEN ST.) | SINGLETON AVE. | PARK AVE. | Urban Principal Arterial-Other | 15,896 | 39,800 | 0.40 | D |
| 204 | SR 406 (GARDEN ST.) | PARK AVE. | HOPKINS AVE. | Urban Principal Arterial-Other | 11,553 | 39,800 | 0.29 | D |
| 205 | SR 406 (GARDEN ST.) | HOPKINS AVE. | WASHINGTON AVE. | Urban Principal Arterial-Other | 9,471 | 32,400 | 0.29 | D |
| 233 | A. MAX BREWER MEMORIAL PKWY. | WASHINGTON AVE. | MAX BREWER MEMORIAL PKWY. (SR 402) | Urban Principal Arterial-Other | 5,799 | 14,800 | 0.39 | D |
| 225 | SR 407 | SR 528 | I-95 | Rural Principal Arterial - Freeways & Expressways | 5,713 | 8,820 | 0.65 | D |
| 548 | SR 407 | I-95 | SHEPARD DR. | Urban Principal Arterial - Freeways & Expressways | 11,229 | 24,200 | 0.46 | D |
| 224 | SR 407 | SHEPARD DR. | SR 405 | Urban Principal Arterial - Freeways & Expressways | 9,496 | 24,200 | 0.39 | D |
| 226 | US 1 | SR 528 | CANAVERAL GROVES BLVD. | Urban Principal Arterial-Other | 26,903 | 41,790 | 0.64 | D |
| 159 | US 1 | CANAVERAL GROVES BLVD. | CAMP RD. | Urban Principal Arterial-Other | 30,416 | 41,790 | 0.73 | D |
| 160 | US 1 | CAMP RD. | BROADWAY BLVD. | Urban Principal Arterial-Other | 24,270 | 41,790 | 0.58 | D |
| 227 | US 1 | BROADWAY BLVD. | FAY BLVD. | Urban Principal Arterial-Other | 25,351 | 41,790 | 0.61 | D |
| 228 | US 1 | FAY BLVD. | KINGS HWY. | Urban Principal Arterial-Other | 23,210 | 41,790 | 0.56 | D |
| 230 | US 1 | KINGS HWY. | SR 405 | Urban Principal Arterial-Other | 22,664 | 41,790 | 0.54 | D |
| 169 | US 1 | SR 405 | SR 50 | Urban Principal Arterial-Other | 21,210 | 41,790 | 0.51 | D |
| 170 | US 1 | SR 50 | KNOX MCRAE DR. | Urban Principal Arterial-Other | 25,749 | 41,790 | 0.62 | D |
| 172 | US 1 | KNOX MCRAE DR. | COUNTRY CLUB DR. | Urban Principal Arterial-Other | 26,337 | 41,790 | 0.63 | D |
| 173 | US 1 | COUNTRY CLUB DR. | HARRISON ST. | Urban Principal Arterial-Other | 24,521 | 41,790 | 0.59 | D |
| 174 | US 1 | HARRISON ST. | GRACE ST. | Urban Principal Arterial-Other | 23,489 | 41,790 | 0.56 | D |
| 182 | US 1 (NB WASHINGTON AVE.) | GRACE ST. | SOUTH ST. | Urban Principal Arterial-Other | 12,149 | 23,880 | 0.51 | D |
| 181 | US 1 (NB WASHINGTON AVE.) | SOUTH ST. | MAIN ST. | Urban Principal Arterial-Other | 12,616 | 19,440 | 0.65 | D |
| 179 | US 1 (NB WASHINGTON AVE.) | MAIN ST. | GARDEN ST. | Urban Principal Arterial-Other | 9,892 | 19,440 | 0.51 | D |
| 178 | US 1 (SB HOPKINS AVE.) | GARDEN ST. | MAIN ST. | Urban Principal Arterial-Other | 11,649 | 19,440 | 0.60 | D |
| 176 | US 1 (SB HOPKINS AVE.) | MAIN ST. | SOUTH ST. | Urban Principal Arterial-Other | 12,354 | 23,880 | 0.52 | D |
| 175 | US 1 (SB HOPKINS AVE.) | SOUTH ST. | GRACE ST. | Urban Principal Arterial-Other | 12,528 | 23,880 | 0.52 | D |
| 165 | US 1 | GARDEN ST. | DAIRY RD. | Urban Principal Arterial-Other | 21,673 | 41,790 | 0.52 | D |
| 166 | US 1 | DAIRY RD. | SR 46 | Urban Principal Arterial-Other | 15,506 | 41,790 | 0.37 | D |

*Acceptable LOS is Level of Service based on FDOT Generalized Tables and is for planning purposes only. Local governments may adopt their own LOS and one should contact the jurisdiction that maintains the segment.

## OWNER

RIVER PALMS RIVERFRONT DEVELOPMENT II, LLC.
6525 3RD STREET, SUITE 409
ROCKLEDGE, FL 32955
TEL (321) 453-5360

## ENGINEER

MAI DESIGN BUILD, INC.
395 STAN DRIVE, SUITE B
MELBOURNE, FLORIDA 32904
TEL (321) 757-3034
FAX (321) 757-3088

## SURVEYOR

KANE SURVEYING, INC.
505 DISTRIBUTION DRIVE
MELBOURNE, FLORIDA 32904
TEL (321) 676-0427
FAX (321) 984-1448

## GENERAL STATEMENT

RIVER PALMS II DEVELOPMENT CONSISTS OF TWO 3-STORY OFFICE BUILDINGS. THERE ARE NO EXISTING BUILDINGS. PARKING IS PROVIDED UNDER THE TENANT SPACES WITHIN THE BUILDING AND OPEN PARKING SPACES.

## SITE DATA

| | |
|---|---|
| ZONING: | SHORELINE MIXED-USE (SMU), (TSA) |
| FUTURE LAND USE: | BUSINESS (NC) |
| SITE GROSS AREA: | 2.23 ACRES (97,325 SF) |
| PARCEL ID #: | 22-35-10-AZ-*-6.01 |
| TAX ACCOUNT ID#: | 2205816 |

| | REQUIRED | PROPOSED |
|---|---|---|
| MAX. BUILDING HEIGHT: | 35' | 35' |
| MIN. LOT SIZE: | 10,000 SF | 97,325 SF |
| MIN. LOT WIDTH: | 100' | 843.7' |
| MAX. LOT COVERAGE: | N/A | 52.60% |
| MAX. BUILDING COVERAGE: | 55% | 18.68% |
| MIN. BUILDING SEPARATION: | 20' | 420.0' |
| MAX. WATERFRONT SETBACK COVERAGE: | 30% | 30% |
| BREEZEWAY: | 25% | 67.4% |

## BUILDING SETBACKS

| | REQUIRED | PROPOSED MIN. |
|---|---|---|
| FRONT (FRONTING STATE ROAD): | 25.0 FT | 25.0 FT |
| REAR (TO MEAN HIGH WATER): | 25.0 FT | 25.0 FT |
| SIDE NORTH: | 10.0 FT | 40.5 FT |
| SIDE SOUTH: | 10.0 FT | 68.2 FT |

## BUILDING CONSTRUCTION

BUILDING IS TYPE IIB CONSTRUCTION, FULLY SPRINKLERED

## AREA TABULATION

IMPERVIOUS AREA

| | | | |
|---|---|---|---|
| PROPOSED BUILDINGS | 18,178 SF = | 0.42 ACRES | 18.68% |
| PAVEMENT & SIDEWALKS | 33,009 SF = | 0.75 ACRES | 33.92% |
| TOTAL IMPERVIOUS AREA | 51,187 SF = | 1.17 ACRES | 52.60% |
| PERVIOUS AREA | 46,138 SF = | 1.06 ACRES | 47.40% |
| TOTAL SITE AREA | 97,325 SF = | 2.23 ACRES | 100.00% |

## PARKING CALCULATIONS

REQUIRED PARKING:
OFFICE BUILDINGS: 36,754 SF TOTAL)
1 SPACE PER 300 SF AREA
(36,754 / 300 UNITS) =123 SPACES

TOTAL REQUIRED =123 SPACES

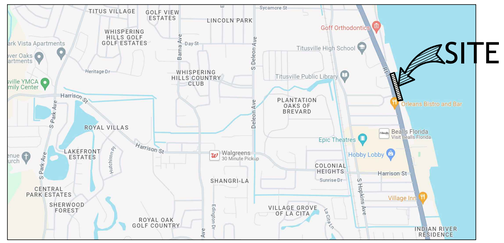
ACCESSIBLE SPACES PER FACBC TABLE 208.2 = 5 SPACES

PROVIDED PARKING:
REGULAR SPACES =119 SPACES
ACCESSIBLE SPACES = 5 SPACES

TOTAL SPACES =124 SPACES

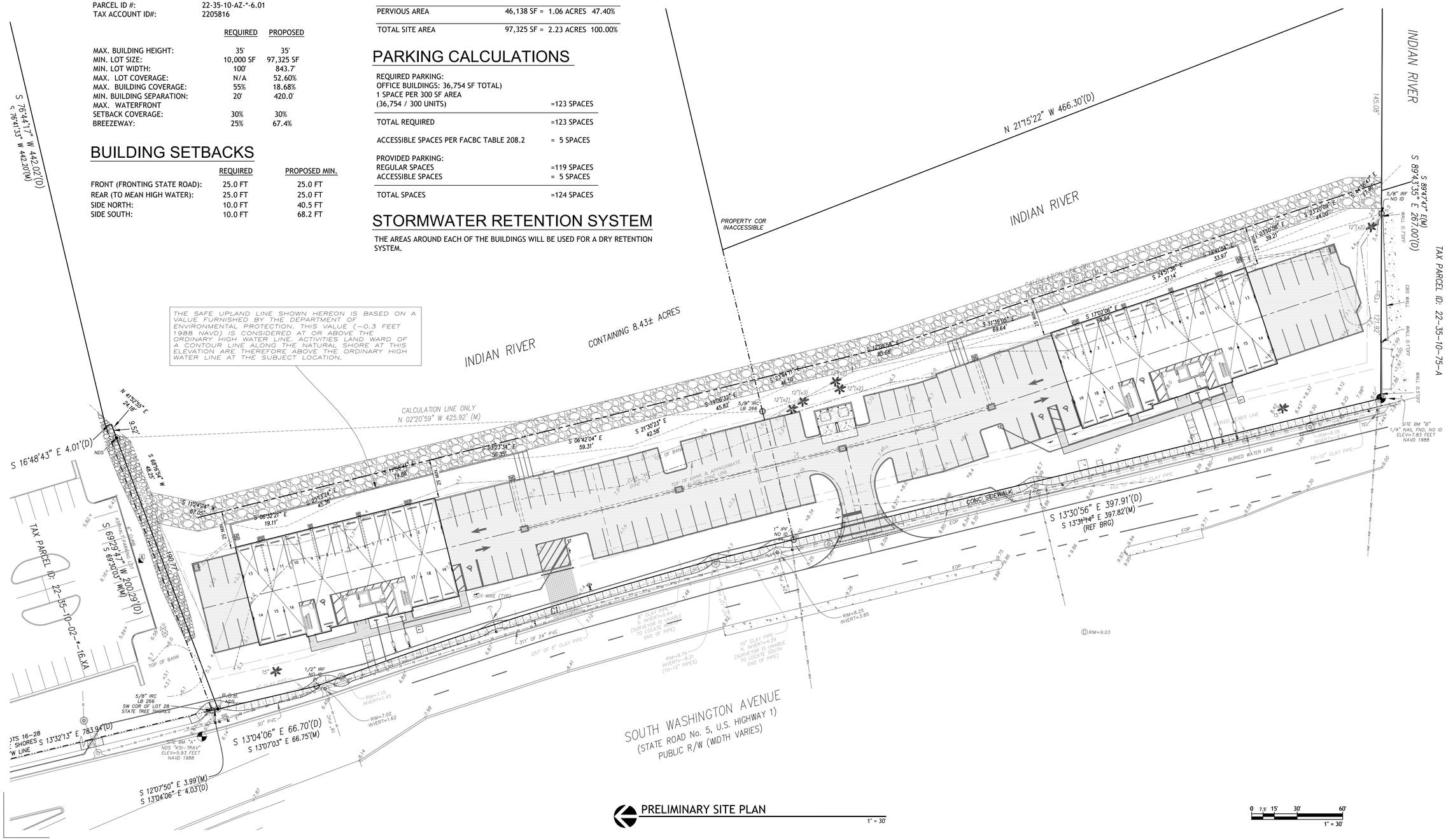
## STORMWATER RETENTION SYSTEM

THE AREAS AROUND EACH OF THE BUILDINGS WILL BE USED FOR A DRY RETENTION SYSTEM.




VICINITY MAP
N.T.S.

THE SAFE UPLAND LINE SHOWN HEREON IS BASED ON A VALUE FURNISHED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION. THIS VALUE (−0.3 FEET 1988 NAVD) IS CONSIDERED AT OR ABOVE THE ORDINARY HIGH WATER LINE. ACTIVITIES LAND WARD OF A CONTOUR LINE ALONG THE NATURAL SHORE AT THIS ELEVATION ARE THEREFORE ABOVE THE ORDINARY HIGH WATER LINE AT THE SUBJECT LOCATION.


INDIAN RIVER
CONTAINING 8.43± ACRES
SOUTH WASHINGTON AVENUE
(STATE ROAD No. 5, U.S. HIGHWAY 1)
PUBLIC R/W (WIDTH VARIES)
TAX PARCEL ID: 22-35-10-75-A
TAX PARCEL ID: 22-35-10-02-*-16.XA
PROPERTY COR INACCESSIBLE
N 21°15'22" W 466.30'(D)
S 80°47'47" E(M)
S 80°47'35" E 267.00'(D)
145.08'
CALCULATION LINE ONLY
N 02°20'59" W 425.92' (M)
CALCULATION LINE ONLY
S 16°48'43" E 4.01'(D)
S 69°29'47" W 200.29'(D)
S 69°30'03" W(M)
190.27'
S 13°32'13" E 783.94'(D)
S 13°04'06" E 66.70'(D)
S 13°07'03" E 66.75'(M)
S 12°07'50" E 3.99'(M)
S 13°04'06" E 4.03'(D)
S 13°30'56" E 397.91'(D)
S 13°31'14" E 397.82'(M)
(REF BRG)
C1
311' OF 24" PVC
257' OF 8" CLAY PIPE
30" PVC
5/8" IRC LB 266 SW COR OF LOT 28 STATE TREE SHORES
1/2" IRF NO ID
P.O.B. NDS
SITE BM "A" NDS "KSI-TRAV" ELEV=5.93 FEET NAVD 1988
SITE BM "B" 1/4" NAIL FND, NO ID ELEV=7.83 FEET NAVD 1988
1" IPF NO ID
5/8" IRC LB 266
5/8" IRF NO ID
CONC SIDEWALK
BURIED WATER LINE
10-12" CLAY PIPE
EOP
TOP OF BANK
TOP OF BANK & APPROXIMATE FLOOD ZONE LINE
ZONE AE
ZONE VE
BAY WIRE (TYP)
ASPHALT PAVEMENT
6" CURB
RIM=7.15 INVERT=1.45
RIM=7.03 INVERT=1.62
RIM=8.79 INVERT=-8.21 (10-12" PIPES)
10" CLAY PIPE N. INVERT=4.29 (SURVEYOR IS UNABLE TO LOCATE SOUTH END OF PIPE)
6" CLAY PIPE S. INVERT=0.44 (SURVEYOR IS UNABLE TO LOCATE END OF PIPE)
RIM=8.25 INVERT=3.85
RIM=9.03
CABLE TV RISER
CBS WALL
WALL 0.79'OFF
WALL 0.10'OFF
WALL 0.09'OFF
TEL
TEL RISER
TEL MANHOLE
FPL
FPL MANHOLE
FPL RISER
FPL TRANSFORMER
FPL TRANSFORMER LINE
BURIED FIBER OPTIC LINE
BURIED TELEPHONE LINE
BURIED FPL LINE
BURIED GAS LINE
GAS VALVE
GAS MARKER
GAS RISER
GAS TANK
GAS TANK FILL
GAS TANK VENT
GAS TANK GAUGE
GAS TANK MANHOLE
GAS TANK RISER
GAS TANK TRANSFORMER
GAS TANK TRANSFORMER LINE
GAS TANK VALVE
GAS TANK MARKER
GAS TANK RISER
GAS TANK TANK
GAS TANK TANK FILL
GAS TANK TANK VENT
GAS TANK TANK GAUGE
GAS TANK TANK MANHOLE
GAS TANK TANK RISER
GAS TANK TANK TRANSFORMER
GAS TANK TANK TRANSFORMER LINE
GAS TANK TANK VALVE
GAS TANK TANK MARKER
GAS TANK TANK RISER
GAS TANK TANK TANK
GAS TANK TANK TANK FILL
GAS TANK TANK TANK VENT
GAS TANK TANK TANK GAUGE
GAS TANK TANK TANK MANHOLE
GAS TANK TANK TANK RISER
GAS TANK TANK TANK TRANSFORMER
GAS TANK TANK TANK TRANSFORMER LINE
GAS TANK TANK TANK VALVE
GAS TANK TANK TANK MARKER
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Titusville
Gateway to Nature & Space

# OWNER'S AUTHORIZATION FORM

This authorization form is for:
- ☐ Annexation (ANX)
- ☐ Comprehensive Plan Amendment (CPA)
- ☑ Conditional Use Permit (CUP)
- ☐ Development Agreement (DA)
- ☐ Easement Vacation (EAS)
- ☐ Master Plan (MP)
- ☐ Planned Development (PD)
- ☐ Rezoning (REZ)
- ☐ Right-of-Way Vacation (ROW)
- ☐ Small Scale Amendment (SSA)
- ☐ Variance (VAR)

Date: May 18, 2026

To: City of Titusville
Attn: Planning Department
555 S. Washington Avenue
Titusville, FL 32796-3584

PROJECT DESCRIPTION: Two Office Buildings

PROJECT ADDRESS: TBD

PARCEL ID# OR TAX ACCT #: 2205816

Please accept this documentation as authorization for Lisa Toland (Name of Applicant) to apply for the above selected request.

Property Owner Signature

Robert Kodsi
Property Owner Name (Please Print)

6525 3rd Street, Suite 409
Street Address

Rockledge, FL 32955
City, State, Zip code

(321) 453-5360
Telephone Number

**Please Note:** If the property is owned by a corporation, trust, et cetra, documentation must be included with this authorization form to prove the person signing this document has the legal authority to do so. If this documentation is not submitted, the application will not be accepted.

TO BE COMPLETED BY NOTARY

State of Florida
County of BREVARD

Subscribed and sworn to before me on this 18th day of May, 2026,
By Robert Kodsi who is personally known to me or produced _____ as identification.

Notary Public Signature

My Commission Expires: August 1, 2028
Date

Notary Public State of Florida
Patti S. VanWalleghen
My Commission HH 567025
Expires 8/1/2028

Titusville
Gateway to Nature & Space

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- ☐ Variance (VAR)

Date: May 18, 2026

To: City of Titusville
Attn: Planning Department
555 S. Washington Avenue
Titusville, FL 32796-3584

PROJECT DESCRIPTION: Two Office Buildings

PROJECT ADDRESS: TBD

PARCEL ID# OR TAX ACCT #: 2205816

Please accept this documentation as authorization for Ian Askew (Name of Applicant) to apply for the above selected request.

Property Owner Signature

Robert Kodsi
Property Owner Name (Please Print)

6525 3rd Street, Suite 409
Street Address

Rockledge, FL 32955
City, State, Zip code

(321) 453-5360
Telephone Number

**Please Note:** If the property is owned by a corporation, trust, et cetra, documentation must be included with this authorization form to prove the person signing this document has the legal authority to do so. If this documentation is not submitted, the application will not be accepted.

TO BE COMPLETED BY NOTARY

State of Florida
County of BREVARD

Subscribed and sworn to before me on this 18th day of May, 2026,
By Robert Kodsi who is personally known to me or produced _____ as identification.

Notary Public Signature

My Commission Expires: August 1, 2028
Date

Notary Public State of Florida
Patti S. VanWalleghen
My Commission HH 567025
Expires 8/1/2028

Titusville
Gateway to Nature & Space

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- ☐ Variance (VAR)

Date: May 18, 2026

To: City of Titusville
Attn: Planning Department
555 S. Washington Avenue
Titusville, FL 32796-3584

PROJECT DESCRIPTION: Two Office Buildings

PROJECT ADDRESS: TBD

PARCEL ID# OR TAX ACCT #: 2205816

Please accept this documentation as authorization for David Menzel (Name of Applicant) to apply for the above selected request.

Property Owner Signature

Robert Kodsi
Property Owner Name (Please Print)

6525 3rd Street, Suite 409
Street Address

Rockledge, FL 32955
City, State, Zip code

(321) 453-5380
Telephone Number

**Please Note:** If the property is owned by a corporation, trust, et cetra, documentation must be included with this authorization form to prove the person signing this document has the legal authority to do so. If this documentation is not submitted, the application will not be accepted.

TO BE COMPLETED BY NOTARY

State of Florida
County of BREVARD

Subscribed and sworn to before me on this 18th day of May, 2026
By Robert Kodsi who is personally known to me or produced _____ as identification.

Patti VanWalleghen
Notary Public Signature

My Commission Expires: August 1, 2028
Date

Notary Public State of Florida
Patti S. VanWalleghen
My Commission HH 567025
Expires 8/1/2028

Gateway to Nature & Space

# OWNER'S AUTHORIZATION FORM

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- ☐ Planned Development (PD)
- ☐ Rezoning (REZ)
- ☐ Right-of-Way Vacation (ROW)
- ☐ Small Scale Amendment (SSA)
- ☐ Variance (VAR)

Date: 5/12/2026

To: City of Titusville
Attn: Planning Department
555 S. Washington Avenue
Titusville, FL 32796-3584

PROJECT DESCRIPTION: Commerical Development Site Plan

PROJECT ADDRESS: South of 1805 Riverside DR. Titusville/ BAYVIEW PART OF LOTS 6, 7 E OF HWY & ADJ SUBMERGED LAND

PARCEL ID# OR TAX ACCT #: 22-35-10-AZ-*-6.01

Please accept this documentation as authorization for Kimberly B. Rezanka, Esq. (Name of Applicant) to apply for the above selected request.

Property Owner Signature

River Palms Riverfront Development II, LLC
Property Owner Name (Please Print)

6525 3rd St. STE 409
Street Address

Rockledge, FL 32955
City, State, Zip code

(321) 452-0888
Telephone Number

**Please Note:** If the property is owned by a corporation, trust, et cetra, documentation must be included with this authorization form to prove the person signing this document has the legal authority to do so. If this documentation is not submitted, the application will not be accepted.

TO BE COMPLETED BY NOTARY

State of Florida
County of BREVARD

Subscribed and sworn to before me on this 13th day of May, 2026
By Robert Kodish who is personally known to me or produced _____ as identification.

Notary Public Signature

My Commission Expires: August 1, 2028
Date

Notary Public State of Florida
Patti S. VanWalleghen
My Commission HH 567025
Expires 8/1/2028

Ad#12321618 5/14/2026

**CITY OF TITUSVILLE**
**NOTICE OF PUBLIC HEARINGS**

**PLEASE TAKE NOTICE** that the City Council of the City of Titusville will hold a public hearing on **Tuesday, June 9, 2026**, at a meeting commencing at **6:30 p.m.**, in the Council Chamber on the second floor of Titusville City Hall, 555 South Washington Avenue, Titusville, Florida 32796, to hear interested persons with regard to **Conditional Use Permit Application No. 6-2025** – City of Titusville Land Development Regulations (LDR) Section 29-27. – Review of development in the district. - For a proposed development located within fifty (50) feet of a bulkhead line and altering the shoreline, for property located in the Titusville Shoreline Area Overlay District (TSA), for property identified by Brevard County Parcel ID No. 22-35-10-AZ-*-6.01, located east of U.S. Highway 1 and south of Riverside Drive, as submitted by Robert Kodsi, representative for River Palms Riverfront Development II, LLC, owner.

**PLEASE ALSO TAKE NOTICE** that on **Wednesday, May 20, 2026**, at a meeting commencing at **6:00 p.m.**, the Planning and Zoning Commission will hold a public hearing to hear interested persons with regard to these matters for recommendation to the City Council. This meeting and the public hearings will be held in the in the Council Chamber on the second floor of Titusville City Hall, 555 South Washington Avenue, Titusville, Florida 32796.

The proposed conditional use permit application may be inspected by the public in the City of Titusville Planning Department, 555 S. Washington Avenue, Titusville, FL 32796 during normal business hours, Monday through Friday (excluding holidays and weekends). All interested parties are hereby advised that they may appear at said meetings and public hearings and be heard with respect to the proposed conditional use permit application.

These matters are subject to the quasi-judicial rules of procedure. Interested parties should limit contact with the Planning and Zoning Commission and the City Council on this topic to properly noticed public hearings or to written communications to the City Clerk's Office.

Any person who decides to appeal any decision of the City Council or the Planning and Zoning Commission with respect to any matter being considered at these meetings will 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 desires to accommodate persons with disabilities. Accordingly, any physically handicapped person, pursuant to Chapter 286.26 Florida Statutes, should, at least 48 hours prior to the meeting, submit a request that the physically handicapped person desires to attend the meeting to the City Clerk's Office.

Wanda F. Wells, MMC, City Clerk,
City of Titusville,
555 South Washington Avenue,
Post Office Box 2806, Titusville,
Florida 32781-2806
Phone 321-567-3686 and Fax 321-383-5704

Reviewed
5/14/26
PT.

florida today

## Public Notices

Reviewed
5/14/2026
PJ

Originally published at floridatoday.com on 05/14/2026

Ad#12321618 5/14/2026
CITY OF TITUSVILLE
NOTICE OF PUBLIC HEARINGS

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Wanda F. Wells, MMC, City Clerk, City of Titusville,
555 South Washington Avenue, Post Office Box 2806, Titusville, Florida 32781-2806
Phone 321-567-3686 and Fax 321-383-5704

# City of Titusville

"Gateway to Nature and Space"

REPORT

**To:** Members of the City Council

**From:** Thomas Abbate, City Manager

**Subject:** **Conditional Use Permit (CUP) No. 9-2025, Parcel ID # 21-35-28-00-279**

**Department/Office:** Planning

**Recommended Action:**

Consider the request for Conditional Use Permit to allow a convenience store at Parcel ID # 21-35-28-00-279, within the Community Commercial (CC) zoning district.

**On June 3, 2026, the Planning and Zoning Commission recommended tabling this item to their regular meeting on June 17, 2026, 7.0.**

**Summary Explanation & Background:**

The applicant is requesting a Conditional Use Permit to establish a convenience store with fuel pumps on a 2.64-acre portion of a 14.70-acre parcel located at the south-west corner of Dairy Road and North U.S. Highway 1 within the Community Commercial (CC) zoning district. The proposed convenience store is approximately 4,853 square feet in size and includes 14 fueling stations. Convenience stores located within the Community Commercial zoning district are required to obtain a Conditional Use Permit. The property was rezoned from Industrial (M-2) to Community Commercial (CC) by Ordinance No. 18-2017.

This segment of the U.S. Highway 1 corridor reflects a mix of residential, commercial, industrial, and institutional uses. The site also fronts the Coast-to-Coast Trail, a paved multi-use trail that parallels U.S. Highway 1 and serves as a significant regional connector for bicyclists and pedestrians. The additional frontage on Dairy Road, a designated collector roadway, provides additional access opportunities and links the site to nearby residential neighborhoods and supporting uses.

The revised concept plan removes the previously proposed driveway crossing over the Coast-to-Coast Trail along U.S. Highway 1 and instead proposes access through an existing shared driveway connection to the adjacent parcel to the south. The revised access configuration includes two access points on Dairy Road and avoids the creation of an additional trail conflict point along the regional trail corridor.

Staff recommends Approval of CUP No. 9-2025 as submitted. As presented, the proposed convenience store use and site layout are compatible with the surrounding area and applicable Comprehensive Plan policies. The applicant has also provided information addressing the operational standards for convenience stores contained in Section 28-112(c)(1) of the Land Development Regulations, including hours of operation, security measures, visibility requirements, and confirmation that no coin-operated amusement devices are proposed.

**Alternatives:**

1. Approve the CUP as presented.
2. Approve the CUP with conditions.
3. Deny the CUP.

**Item Budgeted:**

**Source/Use of Funds/Budget Book Page:**

**Strategic Plan:**

**Strategic Plan Impact:**

**ATTACHMENTS:**

1. Request to continue
2. Staff Report CUP #9-2025 - 2.0
3. Code
4. Survey
5. Maps
6. Site Plan w/ Aerial
7. Site Plan w/ No Aerial
8. Blackfin Owner Authorization Kim Rezanka
9. Code
10. Owner Authorization Form
11. Owner authorization
12. 04 - (CUP) - CONDITIONAL USE PERMIT_TITUSVILLE - Signed
13. ALTA Survey
14. warranty deed 15260950
15. Legal Ad_CUP 9-2025_May 2026 Advertising

## Parrish, Bradley

**From:** Kyle Shasteen <kshasteen@bowman.com>
**Sent:** Monday, June 1, 2026 10:58 AM
**To:** Parrish, Bradley; Armstrong, Tabitha
**Cc:** Nathan Landers; Steve Lipofsky; Kim Rezanka; Elaina Sedig; Erik Juliano
**Subject:** Continuance Request - CUP#9-2025 - P&Z June 3rd

Brad & Tabitha,

I wanted to reach out about the 7-Elevan CUP application scheduled for the June 3rd P&Z hearing. After reviewing the staff report it looks like the site plan included is an earlier version. The driveway access configuration is not changing but the onsite site plan is being adjusted to accommodate 7-Eleven and property owner requests. To avoid putting something in front of the council that isn't current, we'd like to request a continuance to the next available meeting. That will give us time to finalize the layout and get an updated plan back through staff for review. I appreciate all the effort that went into the staff report, but just want to make sure we're presenting an updated plan to council.

Please let me know if the item can be requested for continuance by staff, or if the applicant will need to attend the meeting and request continuance.

Thank you,

**KYLE SHASTEEN, P.E.**
Branch Manager – Melbourne, FL | **BOWMAN**
4450 W Eau Gallie Boulevard, Suite 144, Melbourne, FL 32934
O: (321) 270-8937 | M: (321) 506-0255
kshasteen@bowman.com | bowman.com



# City of Titusville

## Planning Department Staff Report

## Conditional Use Permit

## CUP No. 9-2025 – 7-Eleven

**Meeting Dates:** *Planning and Zoning Commission:* *June 3, 2026*
*City Council Public Hearing:* *June 9, 2026*

**Prepared By:** Tabitha Armstrong, AICP - Planner

**Applicant(s):** Nathan Landers with permission from Daniel Gohari, authorized agent for the owner, Chalav LLC.

**Applicant's Request:** Approval of a Conditional Use Permit to allow a convenience store at Parcel ID # 21-35-28-00-279, within the Community Commercial (CC) zoning district.

**Staff Recommendation:** Approve CUP No. 9-2025

# BACKGROUND INFORMATION

The applicant is requesting a Conditional Use Permit to establish a convenience store with fuel pumps on a 2.64-acre portion of a 14.70-acre parcel located at the northeast corner of Dairy Road and North U.S. Highway 1 within the Community Commercial (CC) zoning district. The proposed convenience store is approximately 4,853 square feet in size and includes 14 fueling stations. Convenience stores located within the Community Commercial zoning district are required to obtain a Conditional Use Permit. The property was rezoned from Industrial (M-2) to Community Commercial (CC) by Ordinance No. 18-2017.

This segment of the U.S. Highway 1 corridor reflects a mix of residential, commercial, industrial, and institutional uses. The site also fronts the Coast-to-Coast Trail, a paved multi-use trail that parallels U.S. Highway 1 and serves as a significant regional connector for bicyclists and pedestrians. The additional frontage on Dairy Road, a designated collector roadway, provides additional access opportunities and links the site to nearby residential neighborhoods and supporting uses.

# PROPERTY INFORMATION

### Existing Use, Future Land Use, and Zoning

| Existing Use | Future Land Use | Zoning |
|---|---|---|
| Vacant Commercial | Commercial High Intensity | Community Commercial (CC) |

# SURROUNDING PROPERTY INFORMATION

### Existing Use, Future Land Use, and Zoning

| Location | Use | Future Land Use | Zoning |
|---|---|---|---|
| North | Vacant – Proposed 138 Apartment Units | Medium Density Residential | Planned Development (PD) |
| South | Lumber yard | Industrial | Industrial (M-2) |
| | Single Family Residential | Unincorporated Brevard | Unincorporated Brevard |
| East | Behavioral Health | Unincorporated Brevard | Unincorporated Brevard |
| | Manufactured Housing | Unincorporated Brevard | Unincorporated Brevard |
| West | Single Family Residential | Unincorporated Brevard | Unincorporated Brevard |

# STAFF ANALYSIS

The proposed development includes a convenience store with fuel pumps within the Community Commercial zoning district. The site is situated at the intersection of U.S. Highway 1 and Dairy Road. The surrounding corridor is characterized by a blend of commercial and residential properties with nearby industrial and institutional uses. The proposed development fits within the overall intensity and character of this portion of the City.

The site includes frontage on both U.S. Highway 1 and Dairy Road. The revised concept plan identifies two ingress/egress points on Dairy Road and proposes cross-access to the adjacent parcel to the south through an existing shared driveway connection to U.S. Highway 1. The East Central Regional Rail Trail, also referred to as part of the Coast-to-Coast Trail network, runs parallel to U.S. Highway 1 along the property's western edge and functions as a continuous regional multimodal facility serving pedestrians and bicyclists in addition to vehicular traffic along the corridor. The City's Comprehensive Plan calls for on-site circulation and access design to account for all user types, including motor vehicles, bicycles, and pedestrians.

The original concept plan included a proposed new driveway crossing of the East Central Regional Rail Trail from U.S. Highway 1. The revised concept plan has removed the proposed new crossing and instead utilizes an existing access point through the adjacent parcel to the south. As a result, the proposal no longer introduces an additional trail conflict point along the shared-use path corridor.

The revised access configuration is more consistent with the Titusville Comprehensive Plan and state-recognized transportation design guidance related to shared-use paths. The

Florida Department of Transportation (FDOT) Design Manual, Section 224.1.4, states that "special attention should be paid to minimizing and managing conflict points along shared use paths." By utilizing the existing shared driveway connection rather than constructing a new vehicular crossing over the trail, the revised concept plan reduces potential conflicts between vehicular and multimodal traffic along the East Central Regional Rail Trail corridor.

The proposed cross-access arrangement also supports Comprehensive Plan strategies encouraging interconnected access systems and minimizing unnecessary driveway connections along major roadways. Based on the revised access configuration and removal of the proposed new trail crossing, staff no longer identifies the prior access concern associated with the original concept plan.

## Conditional Use Criteria

Section 34-76 of the LDRs states that before any Conditional Use is granted, City Council shall apply the standards set forth below and shall determine that satisfactory provisions and arrangements of the following factors have been met by the petitioner, where applicable. The following are staff's findings based on the CUP request.

1) Compliance with all elements of the Comprehensive Plan.

   *Staff comment: The application is consistent with the comprehensive plan. The convenience store with fuel pumps and the proposal to share and improve an existing driveway crossing over the trail are consistent with the Future Land Use, Transportation and Open Space and Recreation Elements of the comprehensive plan. The retail use is consistent with the commercial land use category. The applicant will not create additional conflicts then is necessary by using an existing shared driveway consistent with the access management policies. Finally, the improvement of an existing driveway is consistent with the conservation and recreation policies.*

2) Ingress and egress to the property and proposed structure with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.

   *Staff comment: The property has frontage on a collector roadway (Dairy Road) and an arterial roadway (U.S. Highway 1). The revised concept plan shows two ingress/egress points on Dairy Road and proposes cross-access through an existing shared driveway connection to U.S. Highway 1 via the adjacent parcel to the south. The revised access configuration removes the previously proposed new driveway crossing over the Coast-to-Coast Trail and instead utilizes an existing trail crossing location. No residential streets would be affected by the proposed commercial traffic. The revised access arrangement improves consistency with the City's multimodal transportation objectives by avoiding the creation of an additional trail conflict point while still providing adequate ingress and egress to serve the site.*

3) Nuisance factors detrimental to adjacent and nearby properties and the City as a whole. Nuisance factors shall include but not necessarily be limited to noise, odor, smoke, glare, electrical interference and/or mechanical vibrations.

   *Staff comment: The proposed convenience store with fuel pumps is situated in an area with a mix of residential, industrial, and commercial uses. To the north, the site abuts a vacant parcel approved for a multifamily residential development. Properties to the south*

*include a lumber yard and single-family residential in unincorporated Brevard County. Additional residential and behavioral health uses are present to the east and west.*

*Typical nuisance factors associated with convenience stores, such as lighting, customer activity, and operational noise, can be addressed through the City's Land Development Regulations. Buffering and lighting standards will ensure that illumination from the canopy and parking areas is properly shielded. Noise generated by on-site activity is expected to be consistent with commercial operations already present in the general area. No additional nuisance factors related to odor, smoke, glare, electrical interference, or mechanical vibration are anticipated beyond what can be mitigated during the site plan review process.*

4) Adopted level of service for solid waste disposal, potable water, or wastewater shall not be exceeded.

*Staff comment: The proposed convenience store with seven multi-product dispensers (14 fueling positions) was reviewed as part of the City's preliminary concurrency assessment and was found to meet the adopted level of service standards for potable water, wastewater, and solid waste. The development is not anticipated to generate demands that would exceed the City's available service capacity. The Public Works Department did not express any concerns related to the request.*

5) Screening and buffering with reference to type, dimensions and character.

*Staff comment: Landscaping and buffering will be reviewed during the formal site plan process and will be required to meet all applicable provisions of the City's Land Development Regulations. The concept plan submitted for the Conditional Use Permit demonstrates that the site has adequate area to accommodate the minimum required buffer dimensions. At the time of site plan review, compliance with required buffer widths and planting standards will be evaluated based on the adjacent residential, institutional, and industrial uses surrounding the property.*

6) Signs and proposed exterior lighting with reference to glare, traffic safety, economic effect and compatibility and harmony with properties in the district.

*Staff comment: No unique signage or exterior lighting impacts are anticipated beyond those typically associated with convenience stores. All signage is permitted separately and will be reviewed for consistency with the City's Land Development Regulations at the time of submittal. Site lighting associated with the building, parking areas, and fueling canopy will also be reviewed during the formal site plan process to ensure compliance with lighting and shielding requirements. A photometric plan will be required to confirm that lighting levels and fixture placement remain compatible with surrounding residential and mixed-use properties.*

7) Hours of operation shall be consistent with surrounding properties.

*Staff comment: The applicant has indicated that the facility will operate 24 hours a day. Staff finds that the proposed 24-hour operation is generally consistent with the hours of operation of other convenience store and fueling uses in the surrounding area.*

8) Off street parking and loading area where required with particular attention to ingress and egress.

*Staff comment: The proposed site is consistent with the minimum parking requirements for Retail Sales and Services outlined in Table 9.16.4 of the Technical Manual.*

9) Required yards and other open spaces.

*Staff comment: The development will be required to meet all minimum yard and buffer requirements established in the Land Development Regulations for commercial use. The Conditional Use Permit concept plan does not include detailed yard or buffer measurements; however, compliance will be verified during the formal site plan review. There are no additional open space requirements associated with the proposed convenience store use.*

10) General compatibility with adjacent properties and other properties in the district AND

11) Whether the proposed change is out of scale with the needs of the neighborhood or the City.

*Staff comment: The proposed convenience store with fuel pumps is generally compatible with the mix of surrounding land uses, which include residential, commercial, industrial, and institutional properties. The use is consistent with the Community Commercial (CC) zoning district and is similar in scale and intensity to other commercial activities along U.S. Highway 1 and Dairy Road. The scale of the proposed development is not anticipated to be out of scale with the needs of the surrounding area or the City.*

12) Special requirements set out in the schedule of district regulations for the particular use involved.

*Section 28-112(c)(1) of the Zoning Code requires a convenience store to meet the following use standards.*

a. Shall be free of all obstructions of view from the adjacent street to the main store windows giving a clear and unobstructed view of the cashier's station including obstructions of landscaping and gasoline service islands.

*Staff comment: The applicant has indicated that the cashier's view will be unobstructed and that the development will comply with the visibility requirements of LDR Sec. 28-112(c)(1)(a). Based on the information provided, staff finds that the applicant has indicated compliance with this standard.*

b. Shall have appropriate security systems to include, but not be limited to, the following: convenience store shall be equipped with cameras with video retrieval capabilities. This requirement shall be exempted if the convenience store employs two (2) or more employees at the same time between the hours of 11:00 p.m. and 7:00 a.m. or if the convenience store closes on a permanent basis by 11:00 p.m.

*Staff comment: The applicant has indicated that the facility will be equipped with interior and exterior security cameras with video retrieval capabilities and that overnight staffing is commonly two employees, as determined by the franchisee. Based on the information provided, staff finds that the applicant has indicated compliance with the requirements of LDR Sec. 28-112(c)(1)(b).*

c. Shall not have as a part of its operation coin operational amusement devices.

*<u>Staff comment</u>: The applicant has confirmed that no coin-operated amusement devices are proposed as part of the project. Based on the information provided, staff finds that the applicant has indicated compliance with this standard.*

# RECOMMENDATION

Staff recommends **Approval** of CUP No. 9-2025 on condition that the utilization of the existing driveway located at the Brevard Lumber property at 1480 N Washington Avenue be improved to meet applicable local and state safety standards for pedestrians and bicyclists using the trail. The revised concept plan removes the previously proposed driveway crossing over the Coast-to-Coast Trail along U.S. Highway 1 and instead proposes access through an existing shared driveway connection to the adjacent parcel to the south. As presented, the proposed convenience store use and site layout are compatible with the surrounding area and applicable Comprehensive Plan policies.

## Sec. 28-112. Convenience store (without retail gasoline sales).

(a) *Districts where permitted.*

| RE | RR | R-1A | R-1B | R-1C | R-2 | R-3 | RMH-1 | RMH-2 | RHP | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| HM | T | NC | CC | RC | OP | M-1 | M-2 | M-3 | PID | |
| | L | C | C | L | | | | | | |
| GU | OR | P | DMU | | UMU | SMU | RMU | | UV | IRCN |
| | | | D | U | M | C | | | | |
| | | | L | L | C | C | L | | | C |

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| RMU | | | | | | | | | | | | | | | |
| 100 | 200 | 300 | 400 | 500 | | | | | | | | | | | |
| | C | L | L | | | | | | | | | | | | |

(b) *Definition.* "Convenience stores:" As defined by Section 500.03, Florida Statutes, as may be amended.

(c) *Standards for permitted uses with limitations.*

(1) Convenience stores, in any zoning district:

a. Shall be free of all obstructions of view from the adjacent street to the main store windows giving a clear and unobstructed view of the cashier's station including obstructions of landscaping and gasoline service islands.

b. Shall have appropriate security systems to include, but not be limited to, the following: convenience store shall be equipped with cameras with video retrieval capabilities. This requirement shall be exempted if the convenience store employs two (2) or more employees at the same time between the hours of 11:00 p.m. and 7:00 a.m. or if the convenience store closes on a permanent basis by 11:00 p.m.

c. Shall not have as a part of its operation coin operational amusement devices.

(2) In addition to the regulations in (c)(1) above, in the Downtown Mixed-Use (DMU) zoning district, convenience stores:

a. Shall not allow any outdoor display of merchandise.

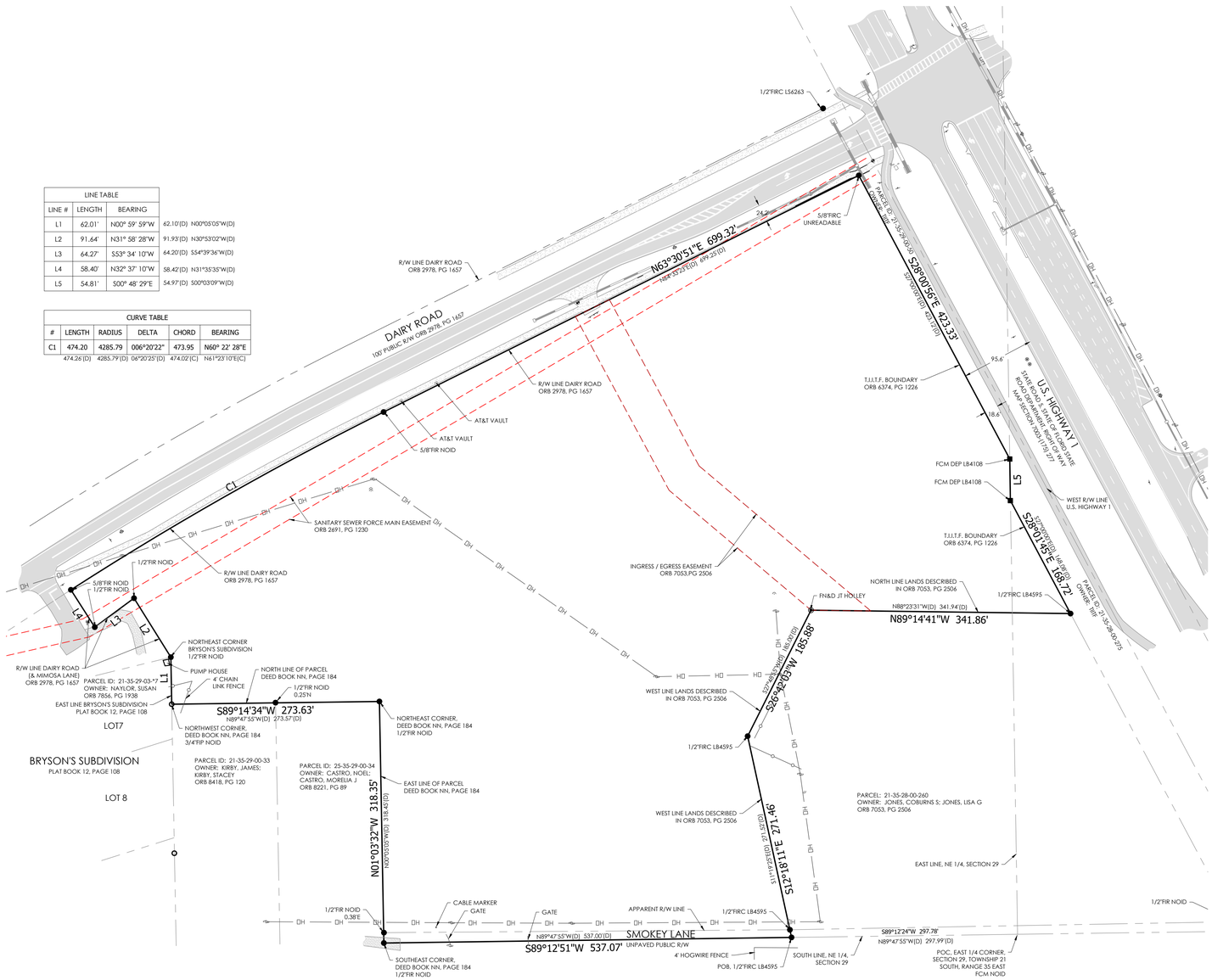
(3) In addition to the regulations in (c)(1) above, in the Urban Mixed-Use (UMU) zoning district, convenience stores:

a. Shall have hours of operation limited to 6:00 a.m. to 10:00 p.m.

(d) *Standards for conditional uses.* These uses require public hearings.

(1) In the Neighborhood Commercial (NC), Community Commercial (CC), Downtown Mixed-Use (DMU) Midtown and Civic Waterfront sub-districts, Regional Mixed-Use 200 sub-district (RMU-200), and Indian River City Neighborhood-Commercial (IRCN-C) zoning districts, Convenience Stores may be approved by meeting all applicable regulations in (c)(1), and where applicable in (c)(2), or (3) above by obtaining a conditional use permit.

(Ord. No. 31-2017, § 13, 10-24-17; Ord. No. 37-2017, § 12, 11-14-17; Ord. No. 47-2023, § 4, 10-10-23)




| LINE TABLE | | | | |
|---|---|---|---|---|
| LINE # | LENGTH | BEARING | | |
| L1 | 62.01' | N00° 59' 59"W | 62.10'(D) | N00°05'05"W(D) |
| L2 | 91.64' | N31° 58' 28"W | 91.93'(D) | N30°53'02"W(D) |
| L3 | 64.27' | S53° 34' 10"W | 64.20'(D) | S54°39'36"W(D) |
| L4 | 58.40' | N32° 37' 10"W | 58.42'(D) | N31°35'35"W(D) |
| L5 | 54.81' | S00° 48' 29"E | 54.97'(D) | S00°03'09"W(D) |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| # | LENGTH | RAD/IUS | DELTA | CHORD | BEARING |
| C1 | 474.20 | 4285.79 | 006°20'22" | 473.95 | N60° 22' 28"E |
| | 474.26'(D) | 4285.79'(D) | 06°20'25"(D) | 474.02'(C) | N61°23'10"E(C) |

## LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 35 EAST, AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN EXHIBIT A IN THE WARRANTY DEED TO TRUSTEE UNDER DECLARATION OF TRUST, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5736, PAGE 7156, LESS AND EXCEPT THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7053, PAGE 2506, ALSO LESS AND EXCEPT THE RIGHT OF WAY FOR DAIRY ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 2978, PAGE 1657, AND ALL LANDS LYING NORTH OF SAID DAIRY ROAD. ALL REFERENCES TO OFFICIAL RECORDS ARE TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT A TRIANGULAR COQUINA MONUMENT SET BY L R PAXTON MARKING THE EAST 1/4 CORNER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 35 EAST, THENCE NORTH 89 DEGREES 47 MINUTES 55 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, 297.99 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE NORTH 89 DEGREES 47 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE 537.00 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN DEED BOOK NN, PAGE 184, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THENCE NORTH 00 DEGREES 05 MINUTES 05 SECONDS WEST ALONG THE EAST LINE OF SAID LAND 318.45 FEET TO THE NORTHEAST CORNER THEREOF, THENCE NORTH 89 DEGREES 47 MINUTES 55 SECONDS WEST ALONG THE NORTH LINE OF SAID LAND, 273.57 FEET TO THE NORTHWEST CORNER THEREOF AND THE EAST LINE OF BRYSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 12, PAGE 108, OF SAID PUBLIC RECORDS, THENCE NORTH 00 DEGREES 05 MINUTES 05 SECONDS WEST ALONG SAID EAST LINE 62.10 FEET TO THE NORTHEAST CORNER OF SAID BRYSON'S SUBDIVISION AND THE RIGHT OF WAY LINE FOR MIMOSA LANE AND DAIRY ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 2978, PAGE 1657, OF SAID PUBLIC RECORDS THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING FIVE COURSES, NORTH 30 DEGREES 53 MINUTES 02 SECONDS WEST, 91.93 FEET, THENCE SOUTH 54 DEGREES 39 MINUTES 36 SECONDS WEST 64.20 FEET, THENCE NORTH 31 DEGREES 35 MINUTES 35 SECONDS WEST, 58.42 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 4,285.79 FEET AND BEING CONCAVE SOUTHEASTERLY, FROM WHICH A RADIAL LINE BEARS SOUTH 31 DEGREES 47 MINUTES 02 SECONDS EAST, THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 20 MINUTES 25 SECONDS, 474.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE NORTH 64 DEGREES 33 MINUTES 23 SECONDS EAST, 699.25 FEET TO THE WESTERLY LINE OF THE FORMER FLORIDA EAST COAST RAILWAY ENTERPRISE BRANCH LINE, THENCE ALONG SAID WESTERLY LINE THE FOLLOWING THREE COURSES, SOUTH 27 DEGREES 00 MINUTES 00 SECONDS EAST, 423.12 FEET TO THE EAST LINE OF SAID SECTION 29, THENCE SOUTH 00 DEGREES 03 MINUTES 09 SECONDS WEST 54.97 FEET, THENCE SOUTH 27 DEGREES 00 MINUTES 00 SECONDS EAST, 168.08 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7053, PAGE 2506, OF SAID PUBLIC RECORDS, THENCE ALONG THE NORTH AND WEST LINES OF SAID LAND THE FOLLOWING THREE COURSES, NORTH 88 DEGREES 23 MINUTES 31 SECONDS WEST, 341.94 FEET, THENCE SOUTH 27 DEGREES 48 MINUTES 55 SECONDS WEST 185.00 FEET, THENCE SOUTH 11 DEGREES 19 MINUTES 25 SECONDS EAST, 271.52 FEET TO THE POINT OF BEGINNING.

## SCHEDULE B SECTION II TITLE EXCEPTIONS:

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS FORM. ***NOT A MATTER OF SURVEY.***

2. TAXES AND ASSESSMENTS FOR THE YEAR 2024 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE. ***NOT A MATTER OF SURVEY.***

3. STANDARD EXCEPTIONS:

   A. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. ***ALL OBSERVED MATTERS ARE SHOWN ON THIS MAP.***

   B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. ***NOT A MATTER OF SURVEY.***

   C. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. ***NOT A MATTER OF SURVEY.***

   D. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS. ***NOT A MATTER OF SURVEY.***

4. EASEMENT FOR SANITARY SEWER FORCE MAIN RECORDED IN OFFICIAL RECORDS BOOK 2691, PAGE 1230, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. ***EASEMENT IS SHOWN ON THIS MAP.***

5. INTENTIONALLY DELETED.

6. EASEMENT CONTAINED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7053, PAGE 2506, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. ***EASEMENT IS SHOWN ON THIS MAP.***

7. ANY CLAIM THAT ANY PORTION OF THE INSURED LAND IS SOVEREIGN LANDS OF THE STATE OF FLORIDA, INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS ACCRETED TO SUCH LAND. ***NOT A MATTER OF SURVEY.***

8. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND. ***NOT A MATTER OF SURVEY.***

9. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS. ***NOT A MATTER OF SURVEY.***

NORTH
SCALE: 1" = 80'
0' 80' 160'

## CERTIFICATION TO:

BLACKFIN PARTNERS INVESTMENTS,INC,
MISKEL BACKMAN LLP,
FIDELITY NATIONAL TITLE INSURANCE COMPANY,

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, INCLUDING ITEMS 1,2,3,4,5,8,13,16,18, & 19, FROM TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON FEBRUARY 20, 2025.

## LEGEND:

FIRC = FOUND IRON ROD AND CAP
FIR = FOUND IRON ROD
SIRC = SET 1/2" IRON ROD WITH CAP STAMPED "LB8112"
FCM = FOUND CONCRETE MONUMENT
FN&D = FOUND NAIL & DISK
SN&D = SET NAIL & DISK STAMPED "PRM / PCP LB8112"
FIP = FOUND IRON PIPE
NOID = NO IDENTIFICATION
ORB = OFFICIAL RECORD BOOK
PG = PAGE
PB = PLAT BOOK
R/W = RIGHT-OF-WAY
C/L = CENTERLINE
(M) = MEASURED , (D) = DESCRIPTION / DEED ,
(C) = CALCULATED, (P) PLAT
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
SET NAIL AND DISK STAMPED "TRAV PT LB8112"
MES = MITERED END SECTION
RCP = REINFORCED CONCRETE PIPE
ADS = ADVANCED DRAINAGE SYSTEMS PIPE
NAVD = NORTH AMERICAN VERTICAL DATUM
NAD = NORTH AMERICAN DATUM
NGVD = NATIONAL GEODETIC VERTICAL DATUM
LB = LICENSED BUSINESS
POWER POLE
HIGHWAY SIGN
TELEPHONE PEDESTAL
CABLE PEDESTAL
WELL
LIGHT POLE
OVERHEAD POWER LINE — OH —
TOB = TOP OF BANK — TOB —
TOS = TOE OF SLOPE — TOS —
ASPHALT AREA
CONCRETE AREA
DIRT DRIVE

Robert E Lazenby IV
Digitally signed by Robert E Lazenby IV
Date: 2025.02.26 13:53:33 -05'00'

## SURVEYORS NOTES:

1. LAST DATE OF FIELD WORK FEBRUARY 20, 2025.

2. BEARINGS BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD 83, 2011 ADJUSTMENT GRID BEARING.

3. ELEVATIONS AND BENCH MARKS ARE BASED ON BREVARD COUNTY BENCH MARK BC PID: BSA09, AT LATITUDE 28°38'23.61865"N, LONGITUDE: 80°49'53.69043"W, WITH AN ELEVATION OF 16.387 RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.

4 UNDERGROUND UTILITIES (SANITARY SEWER, STORM, POTABLE WATER, FIRE, ELECTRIC, GAS, CABLE, & TELEPHONE) WERE NOT LOCATED. ABOVE GROUND INDICATORS OF SUCH FACILITIES ARE SHOWN ON THIS MAP AS OBSERVED. NO INVESTIGATION WAS PERFORMED AS TO HOW THESE LOCATED FEATURES ARE CONNECTED BELOW THE GROUND.

5. UNDERGROUND ENCROACHMENTS WERE NOT LOCATED. ALL FEATURES SHOWN ON THIS MAP WERE LOCATED FROM VISIBLE EVIDENCE.

6. NO CEMETERIES OR BURIAL GROUNDS WERE OBSERVED ON THE PROPERTY.

7. WETLANDS WERE NOT DELINEATED FOR THIS SURVEY.

8. THIS MAP IS INTENDED TO BE DISPLAYED AT 1" = 80' FOR SHEET 1, AND 1" = 40' ON SHEET 2, AND 1" = 30' ON SHEET 3.

9. THIS SURVEY IS BASED ON FIDELITY NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT NUMBER: 11983904, REVISION 1/LL-FEBRUARY 25, 2025, COMMITMENT DATE: 02/07/2025 AT 5:00 PM; PROPOSED INSURED: BLACKFIN PARTNERS INVESTMENTS, INC.

10. IT IS THE SURVEYORS UNDERSTANDING A NEW PARCEL WILL BE CREATED IN THE VICINITY OF THE TOPOGRAPHIC SURVEY SHOWN ON THIS MAP. THIS FIRST ISSUE OF SURVEY IS TO FACILITY CREATION OF NEW PARCEL GEOMETRY BY BUYER AND ENGINEER OF RECORD.

11. SEE SHEET 2 FOR TOPOGRAPHIC INFORMATION IN VICINITY OF PROPOSED CREATED PARCEL. SEE SHEET 3 FOR TREE SURVEY IN THE VICINITY OF PROPOSED CREATED PARCEL.

12. PIPES ARE SHOWN ON THIS MAP WHERE DIRECTION AND ORIENTATION WAS OBVIOUS TO SURVEYOR.

## ALTA / NSPS TABLE "A"OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATION NOTES:

1. AS TO TABLE A OPTIONAL ITEM 1, MONUMENTATION WAS RECOVERED OR SET AT ALL PROPERTY CORNERS AS SHOWN ON THIS MAP.

2. AS TO TABLE A OPTIONAL ITEM 2, THE ADDRESS OF THE SUBJECT PARCEL IS U.S. HIGHWAY 1 & DAIRY ROAD, TITUSVILLE, FL 32796. A STREET NUMBER WAS NOT LISTED IN TITLE COMMITMENT.

3. AS TO TABLE A OPTIONAL ITEM 3, THE PROPERTY IS LOCATED WITHIN ZONE "X" WITH LESS THAN 0.2% ANNUAL FLOOD CHANCE ACCORDING TO FEMA MAP NUMBER 12009C0115H, EFFECTIVE DATE 01/29/2021.

4. AS TO TABLE A OPTIONAL ITEM 4, THE GROSS LAND AREA OF THE SUBJECT PARCEL AS FIELD SURVEYED IS 15.2720 ACRES.

5. AS TO TABLE A OPTIONAL ITEM 5, SEE THIS MAP FOR TOPOGRAPHIC INFORMATION WITHIN THE PROPOSED CREATED PARCEL AND ADJACENT RIGHT OF WAY.

6. AS TO TABLE A OPTION ITEM 6, A ZONING REPORT WAS NOT FURNISHED TO THE SURVEYOR.

7. AS TO TABLE A OPTIONAL ITEM 7a-c, THERE ARE NO BUILDINGS ON THE PARENT PARCEL.

8. AS TO TABLE A OPTIONAL ITEM 8, ALL OBSERVED SUBSTANTIAL FEATURES ARE SHOWN ON THIS MAP.

9. AS TO TABLE A OPTIONAL ITEM 9, THERE ARE NO PARKING FACILITIES ON THE PARENT PARCEL.

10. AS TO TABLE A OPTIONAL ITEM 10, THERE ARE NO DIVISION OR PARTY WALLS ON THIS PARCEL.

11. AS TO TABLE A OPTIONAL ITEM 11a & 11b, NO UTILITY PLANS OR REPORTS WERE PROVIDED TO THE SURVEYOR, NOR FIELD LOCATIONS. ALL UTILITIES SHOWN ON THIS MAP ARE AS OBSERVED.

12. AS TO TABLE A OPTIONAL ITEM 12, THE SURVEYOR DID NOT ENTER INTO ANY AGREEMENT TO PROVIDE ADDITIONAL GOVERNMENT AGENCY RELATED SURVEY REQUIREMENTS.

13. AS TO TABLE A OPTIONAL ITEM 13, THE NAMES OF ADJOINING PARCEL OWNERS ARE SHOWN ON THIS MAP.

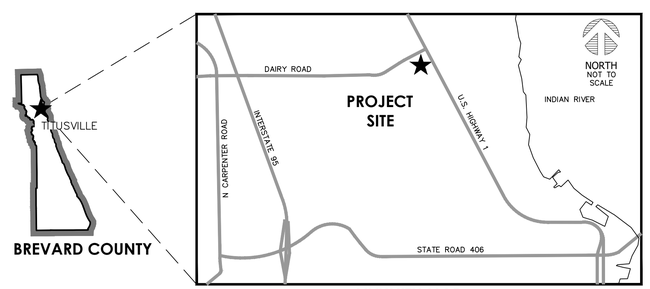
14 AS TO TABLE A OPTIONAL ITEM 14, THE DISTANCE TO THE NEAREST INTERSECTING STREET ON DAIRY ROAD IS APPROXIMATELY 365' SOUTHWEST OF THE NORTHWEST CORNER OF THE PARENT PARCEL TO OLD DIXIE HIGHWAY (STATE ROAD 405).

15. AS TO TABLE A OPTIONAL ITEM 15, THE ORTHO RECTIFIED PHOTO SHOWN ON THIS MAP WAS FLOWN FEBRUARY 6, 2025. THE IMAGE IS SHOWN FOR INFORMATIONAL PURPOSES ONLY TO DEMONSTRATE THE CONDITIONS OF THE PROPOSED CREATED PARCEL AT THE TIME OF SURVEY.

16. AS TO TABLE A OPTIONAL ITEM 16, NO EVIDENCE OF EARTHWORK OR CONSTRUCTION WAS OBSERVED ON THE PROPERTY.

17. AS TO TABLE A OPTIONAL ITEM 17, THE SURVEYOR WAS NOT PROVIDED ANY INFORMATION INDICATING CHANGES IN RIGHT OF WAY LINES.

18. AS TO TABLE A OPTIONAL ITEM 18, THE OFFSITE EASEMENTS LISTED IN THE TITLE COMMITMENT ARE SHOWN ON THIS MAP.



VICINITY MAP

| NO. | DATE | APPROVED | DESCRIPTION |
|---|---|---|---|
| | | | |

ROBERT E. LAZENBY, IV PSM LICENSE NO. 6389 STATE OF FLORIDA REGISTERED LAND SURVEYOR
ADOBE SIGNED NOT DIGITALLY SIGNED ORIGINAL SIGNATURE

DRAWN BY: REL4 CHECKED BY: REL4

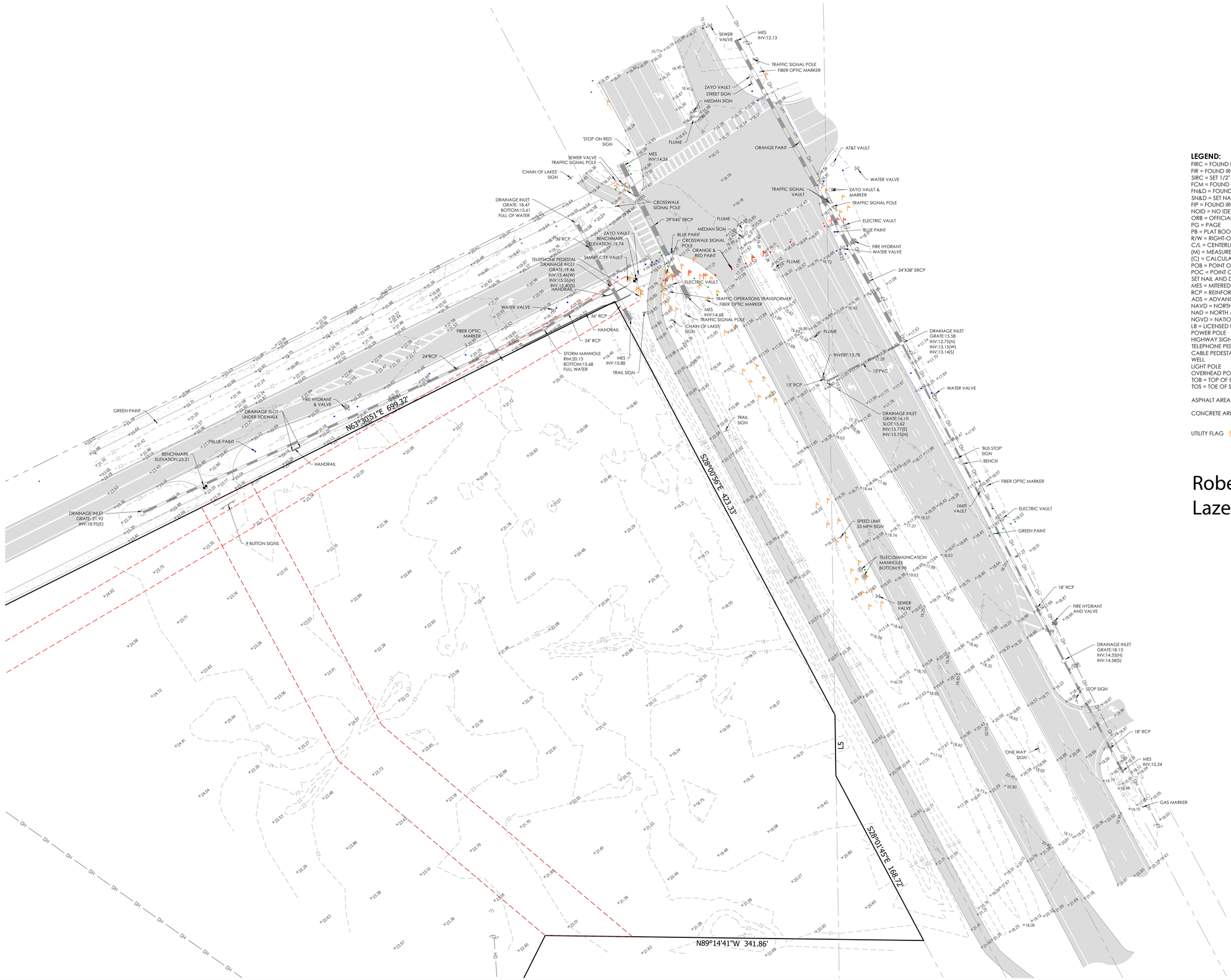

EMAIL: rlazenby@basepointsurveying.com
PHONE: (863) 537-7413
MAILING: 1500 SOUTH WOODLAWN AVENUE LAKELAND, FL 33801
PHYSICAL: 150 SOUTH WOODLAWN AVENUE LAKELAND, FL 33801
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112
BASEPOINT SURVEYING, INC.


CLIENT: BLACKFIN PARTNERS
PROJECT: TITUSVILLE-DAIRY ROAD

# ALTA / NSPS LAND TITLE SURVEY

DAIRY ROAD, TITUSVILLE, FL 32796

| PROJECT NO. | SHEET |
|---|---|
| 11324 | 1 OF 3 |




**LEGEND:**

FIRC = FOUND IRON ROD AND CAP
FIR = FOUND IRON ROD
SIRC = SET 1/2" IRON ROD WITH CAP STAMPED "LB8112"
FCM = FOUND CONCRETE MONUMENT
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TELEPHONE PEDESTAL
CABLE PEDESTAL
WELL
LIGHT POLE
OVERHEAD POWER LINE — OH —
TOB — TOB —
TOS — TOS —
ASPHALT AREA
CONCRETE AREA
UTILITY FLAG

Robert E Lazenby IV
Digitally signed by Robert E Lazenby IV
Date: 2025.02.26 13:54:09 -05'00'

| NO. | DATE | APPROVED | DESCRIPTION |
|---|---|---|---|
| | | | |

ROBERT E. LAZENBY, IV — No. 6389 — STATE OF FLORIDA — REGISTERED LAND SURVEYOR
PERFECT, DIGITALLY SIGNED AND SEALED
ADOBE ACROBAT SIGNATURE
ORIGINAL SIGNATURE

DRAWN BY: REL4 CHECKED BY: REL4

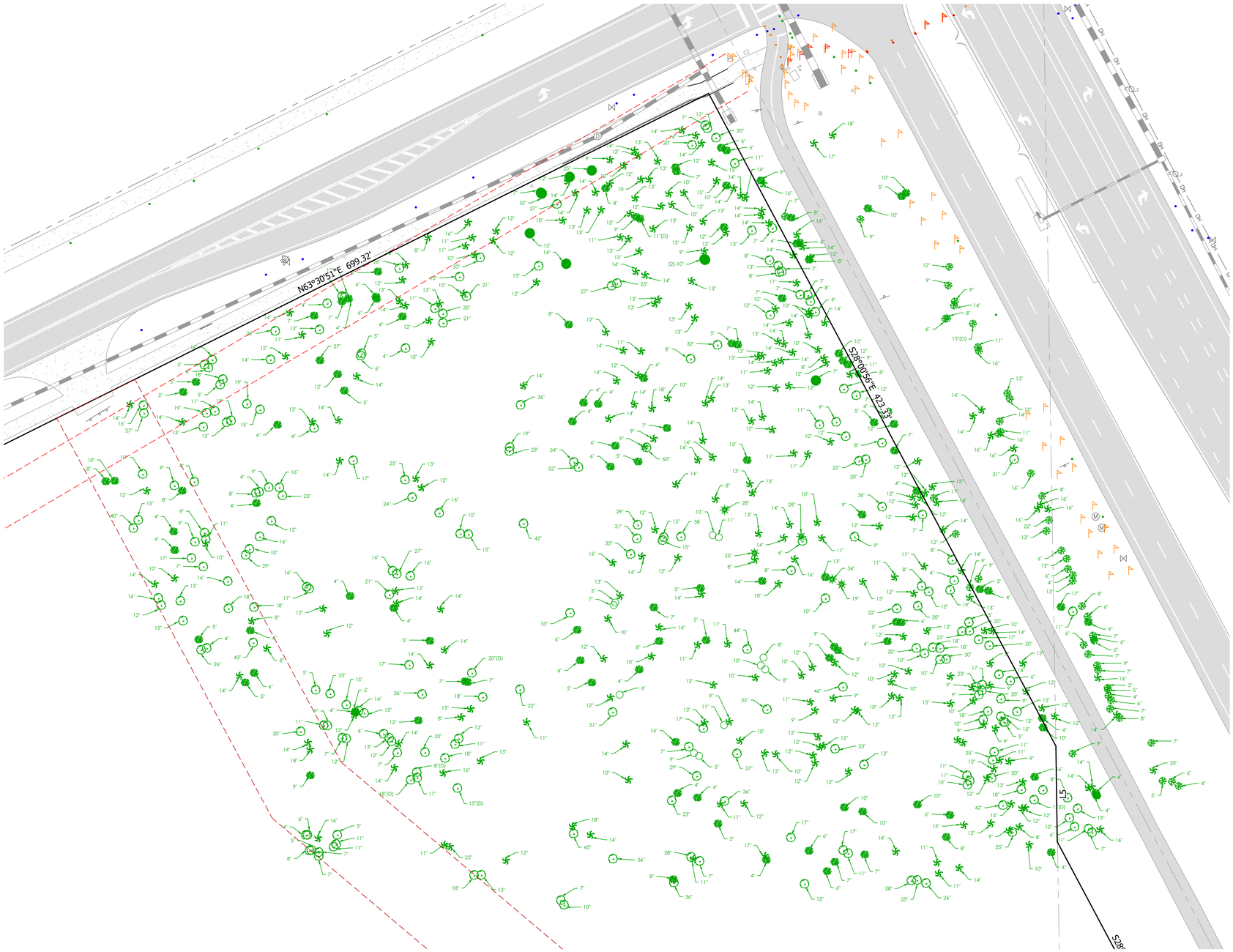

EMAIL: rlazenby@basepointsurveying.com
PHONE: (863) 537-7413
MAILING: 1500 SOUTH WOODLAWN AVENUE LAKELAND, FL 33803
PHYSICAL: 150 SOUTH WOODLAWN AVENUE LAKELAND, FL 33803
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112
BASEPOINT SURVEYING, INC.


CLIENT: BLACKFIN PARTNERS
PROJECT: TITUSVILLE-DAIRY ROAD

# ALTA / NSPS LAND TITLE SURVEY

DAIRY ROAD, TITUSVILLE, FL 32796

| PROJECT NO. | SHEET |
|---|---|
| 11324 | 2 OF 3 |




NORTH

SCALE: 1" = 30'

0' 30' 60'

**TREE LEGEND:**

- OAK TREE
- PALM TREE
- MAPLE TREE
- PINE TREE
- CAMPHOR TREE
- MAGNOLIA TREE
- TREE SPECIES UNKNOWN

**TREE NOTE:**

DESCRIPTION OF ' (D)' IN TREE MEASUREMENT INDICATES A TREE THAT IS DEAD.

Robert E Lazenby IV

Digitally signed by Robert E Lazenby IV
Date: 2025.02.26 13:54:44 -05'00'

| NO. | DATE | APPROVED | DESCRIPTION |
|---|---|---|---|
| | | | |

ROBERT E. LAZENBY, IV — STATE OF FLORIDA — No. 6389 — REGISTERED LAND SURVEYOR

PERSONS NOT IN POSSESSION OF A DIGITALLY SIGNED AND SEALED ORIGINAL DOCUMENT SHALL NOT RELY ON THIS DOCUMENT AS AN ORIGINAL

DRAWN BY: REL4 | CHECKED BY: REL4


BASEPOINT SURVEYING, INC.
EMAIL: rlazenby@basepointsurveying.com
PHONE: (863) 337-7413
MAILING: P.O. BOX 4447
LAKELAND, FL 33807
PHYSICAL: 150 SOUTH WOODLAWN AVENUE
WINTER HAVEN, FL 33880
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8172


CLIENT: BLACKFIN PARTNERS

PROJECT: TITUSVILLE-DAIRY ROAD

# ALTA / NSPS LAND TITLE SURVEY

DAIRY ROAD, TITUSVILLE, FL 32796

| PROJECT NO. | SHEET |
|---|---|
| 11324 | 3 OF 3 |




N W E S

# Aerial 2024

## CUP #9-2025

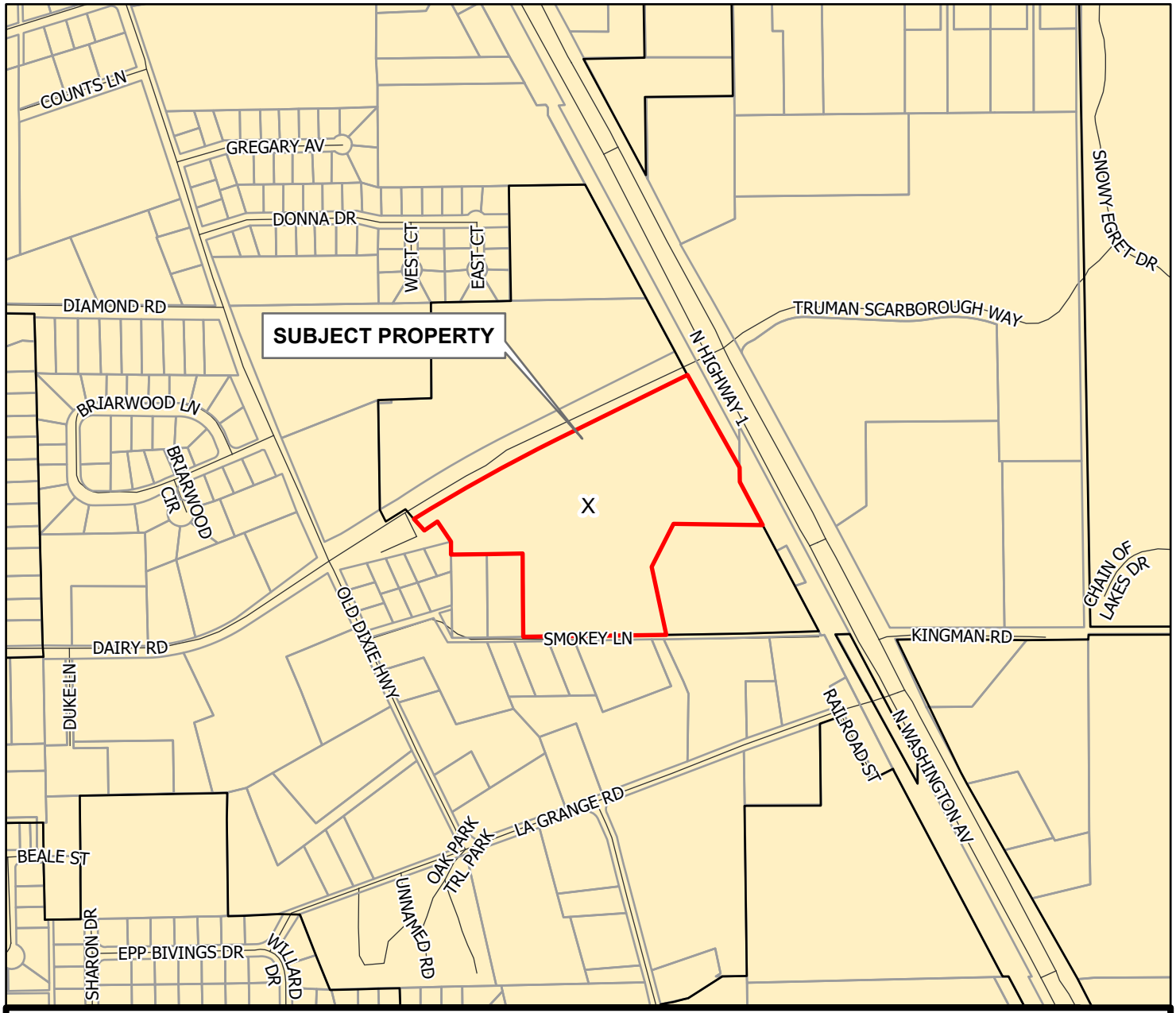
0 250 500 1,000 Feet

Community Development Department

Aerial photography provided by the Brevard County Property Appraiser's Office

8/14/2025

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# FEMA FLOOD HAZARD AREAS

## CUP #9-2025

**Special Flood Hazard Area Zones**

- A
- A0
- AE
- AO
- VE

**Moderate Flood Hazard Area Zone**

- X5

**Minimal Flood Hazard Zones**

- C
- X
- X .2 PCT

**Other Flood Zone Areas**

- D
- FW

N
W E
S

TITUSVILLE, FLORIDA
FOUNDED 1867

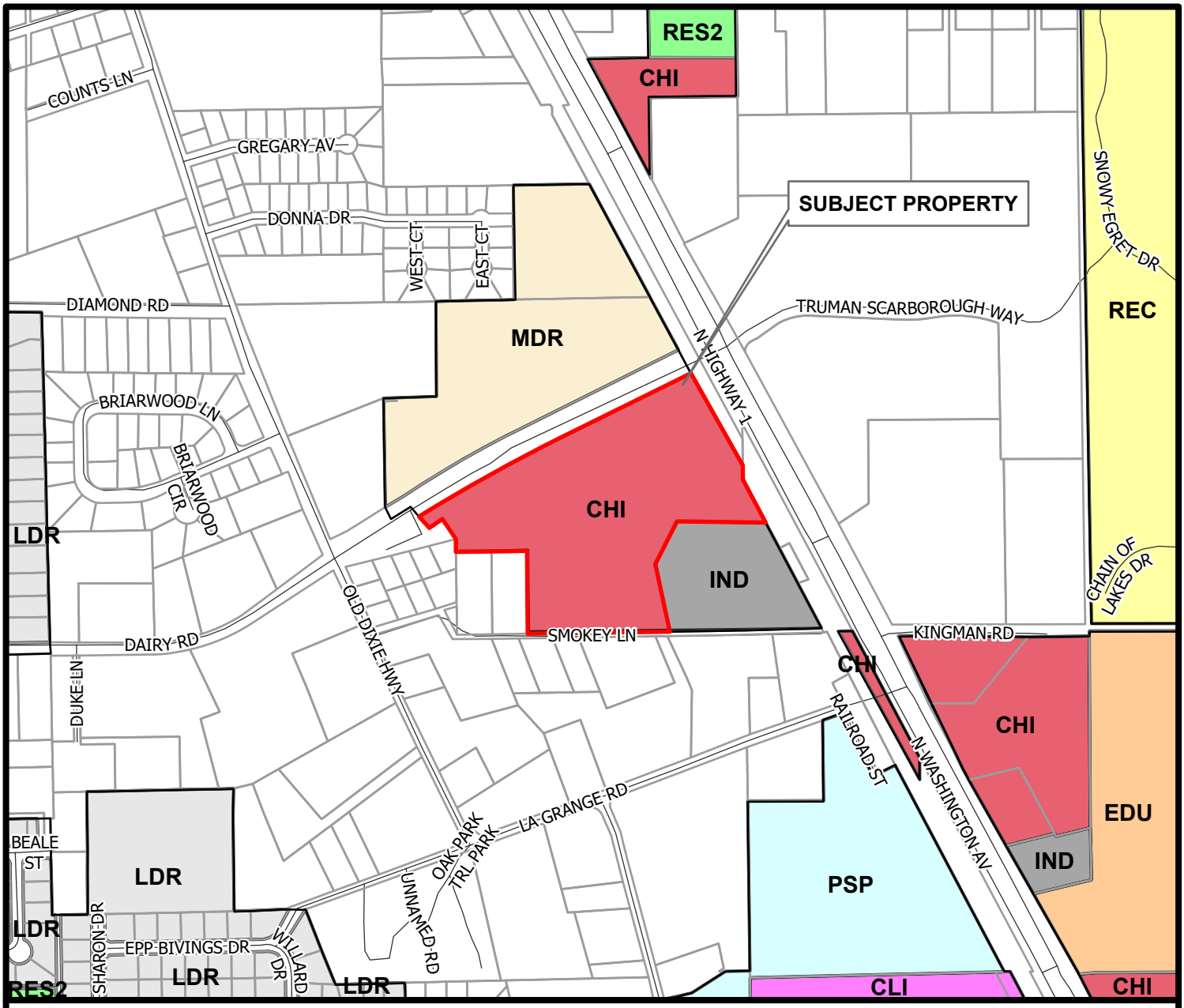
0 250 500 1,000 Feet

Community Development Department

Source: FEMA FHA Update, 01/29/2021

8/14/2025

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# LOCATION OF PROPERTY AND FUTURE LAND USE MAP

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| CHI | COMMERCIAL HIGH INTENSITY | ED | EDUCATIONAL | PIP | PLANNED INDUSTRIAL PARK | RES-2 | RESIDENTIAL-2 |
| CLI | COMMERCIAL LOW INTENSITY | IND | INDUSTRIAL | PSP | PUBLIC/ SEMI-PUBLIC | RMU | REGIONAL MIXED USE |
| CONS | CONSERVATION | HDR | HIGH-DENSITY RESIDENTIAL | PUD | PLANNED UNIT DEVELOPMENT | SMU | SHORELINE MIXED-USE |
| DMU | DOWNTOWN MIXED-USE | MDR | MEDIUM-DENSITY RESIDENTIAL | REC | RECREATIONAL | UMU | URBAN MIXED-USE |
| | | LDR | LOW-DENSITY RESIDENTIAL | RES-1 | RESIDENTIAL-1 | US1 | US-1 CORRIDOR |

N W E S

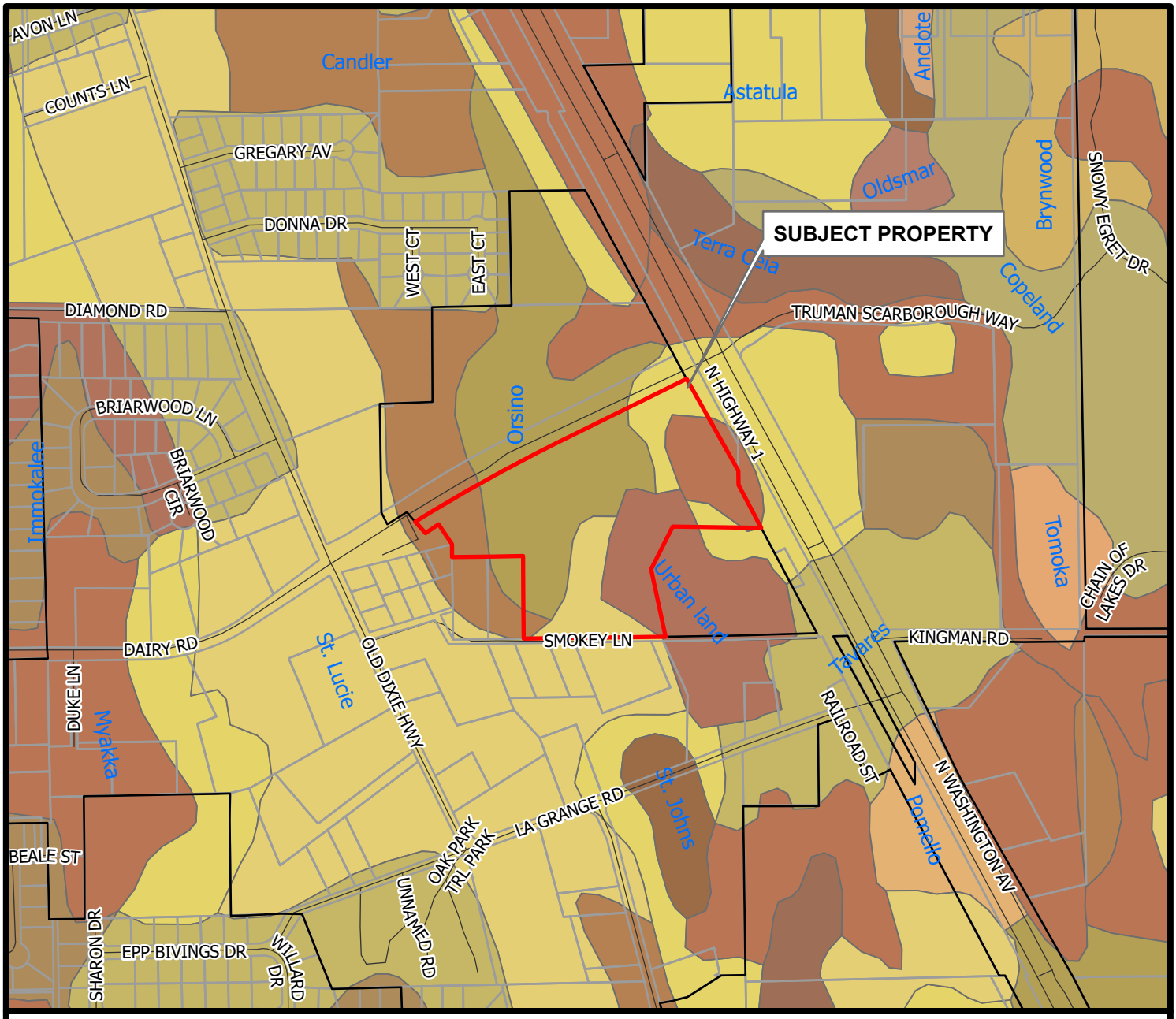
Subject

0 250 500 1,000 Feet

Community Development Department

8/14/2025

Q:\GIS\Community Development\PLANNING\Planning Templates\ArcPro\PlanningMaps




# SOILS IN THE VICINITY OF SUBJECT PROPERTY
# CUP #9-2025

- Anclote
- Astatula
- Brynwood
- Candler
- Copeland
- Immokalee
- Myakka
- Oldsmar
- Orsino
- Pomello
- St. Johns
- St. Lucie
- Tavares
- Terra Ceia
- Tomoka
- Urban land

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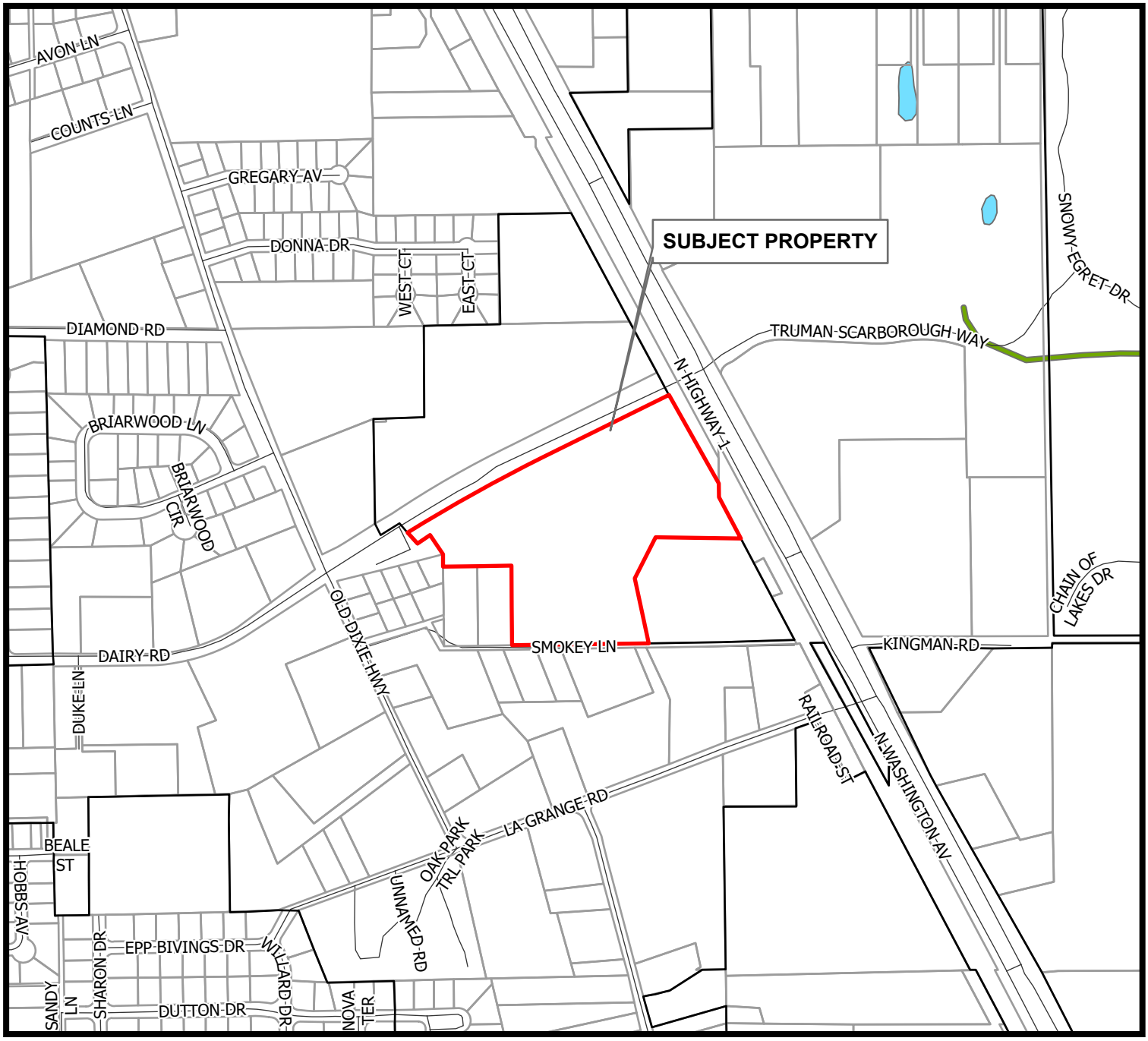
0 250 500 1,000 Feet

Community Development Department

8/14/2025

Soils data source: The U.S. Department of Agriculture, Natural Resources Conservation Service. (2024)

Document Path: Q:\GIS\Community Development\PLANNING\Planning Templates\ArcPro\PlanningMaps\PlanningMaps.aprx




# WETLANDS IN VICINITY OF PROPERTY

## CUP #9-2025

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TITUSVILLE, FLORIDA
FOUNDED 1867

WETLAND_TY

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Riverine

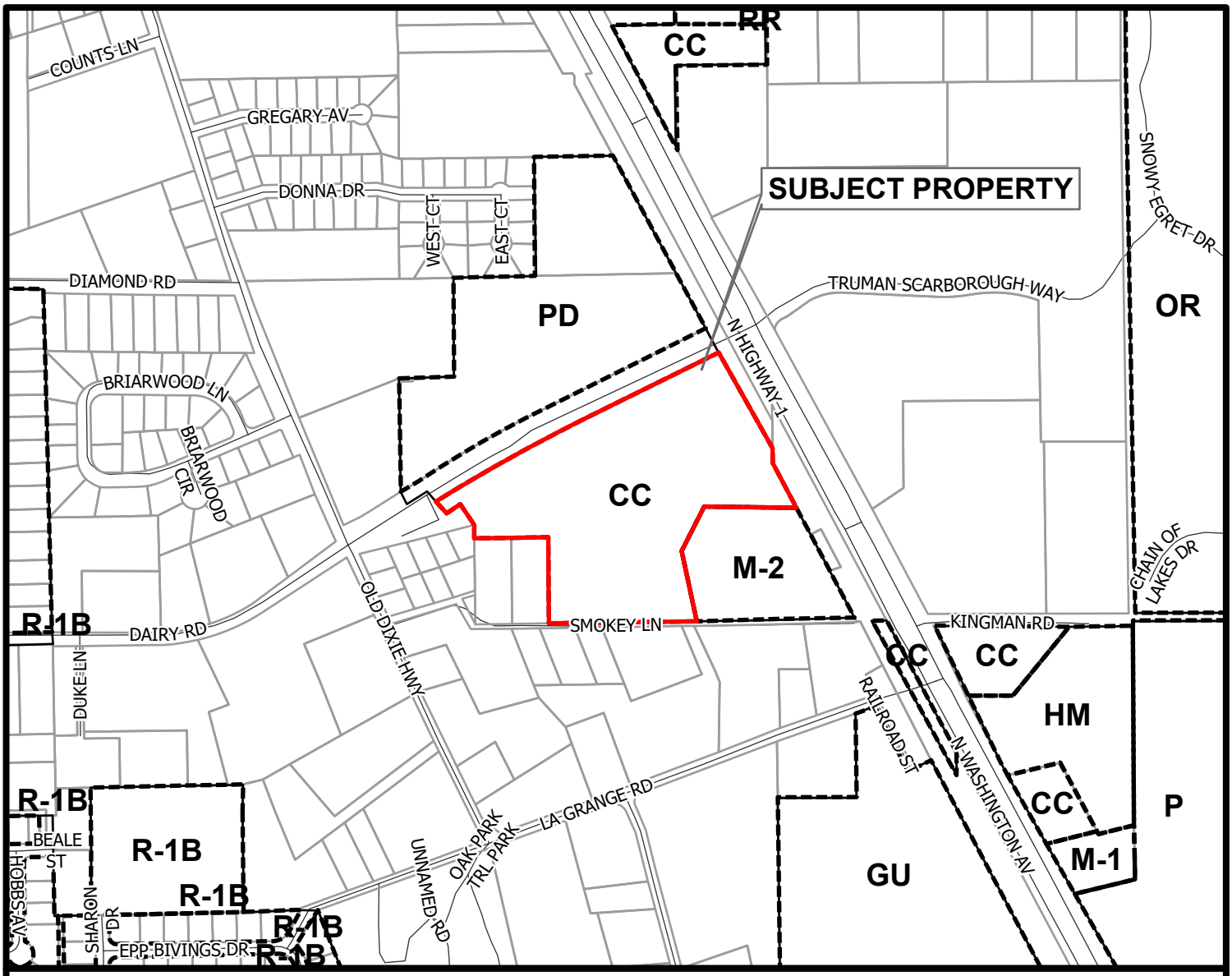
8/14/2025

Scale:1:7,000

Community Development Department
Source: USFWS NWI (2023)

This data set represents the approximate location and type of wetlands and deepwater habitats. The primary intended use is for regional and watershed data display and analysis, rather than specific project data analysis.

Q:\GIS\Community Development\PLANNING\Planning Templates\ArcPro\PlanningMaps\PlanningMaps.aprx




# ZONING MAP

## RESIDENTIAL DISTRICTS

| | |
|---|---|
| **RE** | RESIDENTIAL ESTATES |
| **RR** | RURAL RESIDENTIAL |
| **R-1A** | SINGLE FAMILY, LOW DENSITY |
| **R-1B** | SINGLE FAMILY, MEDIUM DENSITY |
| **R-1C** | SINGLE FAMILY, HIGH DENSITY |
| **R-2** | MULTIFAMILY, MEDIUM DENSITY |
| **R-3** | MULTIFAMILY, HIGH DENSITY |
| **RMH-1** | RESIDENTIAL MANUFACTURED HOUSING SUBDIVISION |
| **RMH-2** | RESIDENTIAL MANUFACTURED HOUSING PARK |

## COMMERCIAL DISTRICTS

| | |
|---|---|
| **HM** | HOSPITAL MEDICAL |
| **T** | TOURIST |
| **NC** | NEIGHBORHOOD COMMERCIAL |
| **CC** | COMMUNITY COMMERCIAL |
| **RC** | REGIONAL COMMERCIAL |
| **OP** | OFFICE PROFESSIONAL |

## INDUSTRIAL DISTRICTS

| | |
|---|---|
| **M-1** | LIGHT INDUSTRIAL SERVICES AND WAREHOUSING |
| **M-2** | HEAVY INDUSTRIAL |
| **M-3** | HIGHWAY INDUSTRIAL INFILL |
| **PID** | PLANNED INDUSTRIAL DEVELOPMENT |

## OVERLAY DISTRICTS

| | |
|---|---|
| **TSA** | TITUSVILLE SHORELINE AREA |
| **AIA** | AIRPORT IMPACT AREA |
| **WCA** | WETLAND AND CONSERVATIONA AREA |
| **ACC** | AREA OF CRITICAL CONCERN |
| **HPA** | HISTORIC PRESERVATION AREA |

## SPECIAL DISTRICTS

| | |
|---|---|
| **GU** | GENERAL USE |
| **OR** | OPEN SPACE AND RECREATION |
| **UMU** | URBAN MIXED USE |
| **SMU** | SHORELINE MIXED USE |
| **RHP** | RESIDENTIAL HISTORIC PRESERVATION |
| **RMU** | REGIONAL MIXED USE |
| **PD** | PLANNED DEVELOPMENT |
| **P** | PUBLIC |
| **UV** | URBAN VILLAGE |
| **DMU** | DOWNTOWN MIXED USE |
| **IRCN-R** | INDIAN RIVER CITY NEIGHBORHOOD RESIDENTIAL |
| **IRCN-C** | INDIAN RIVER CITY NEIGHBORHOOD COMMERCIAL |

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TITUSVILLE, FLORIDA
FOUNDED 1867

## Base Map

City Limits

Zoning

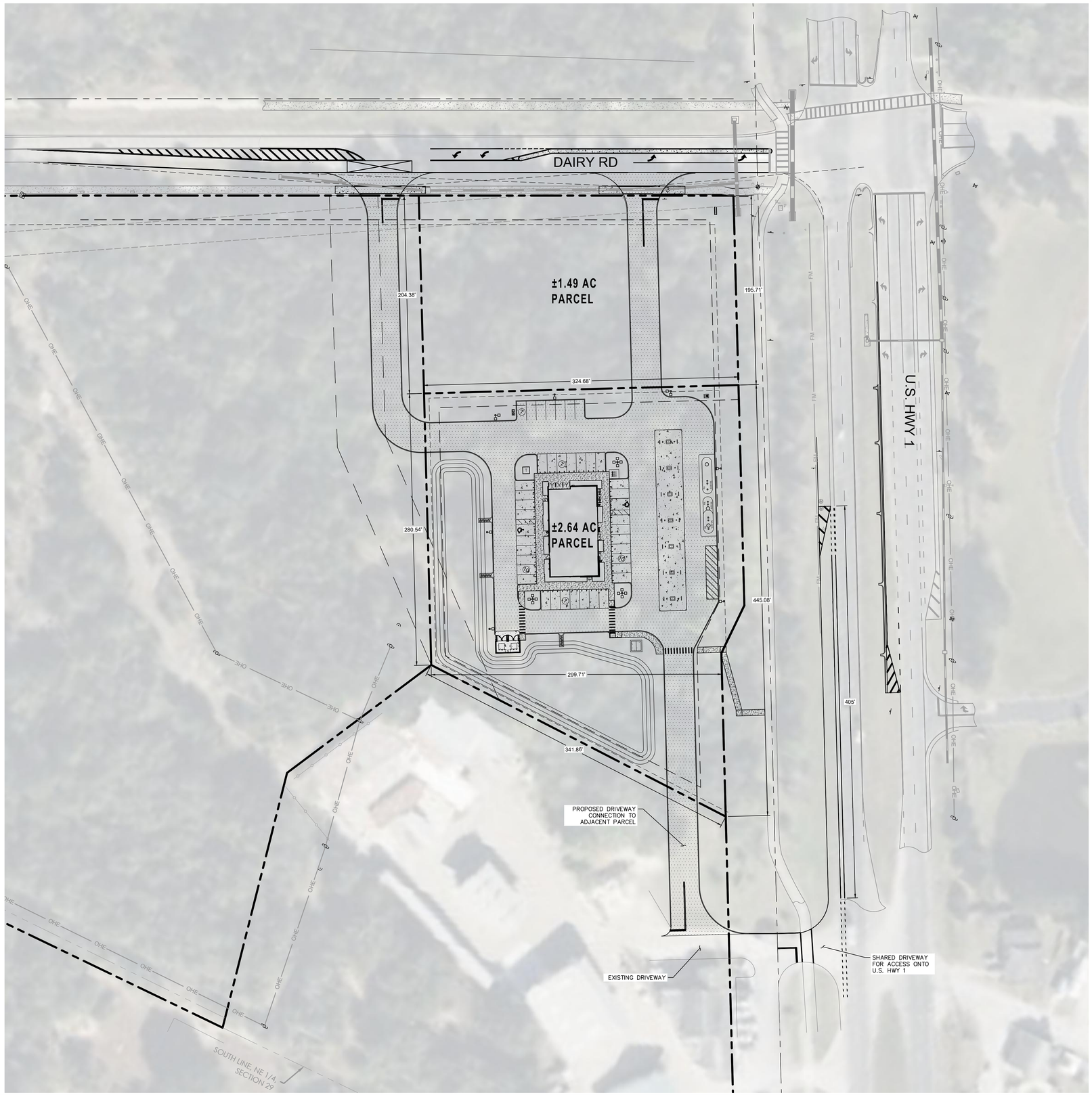
Subject

## CUP #9-2025

0 250 500 1,000 Feet

Community Development Department

8/14/2025




Know what's **below.**
**Call** before you dig.

N

GRAPHIC SCALE
0 25' 50' 100'
(IN FEET)
SCALE: 1" = 50'

# Bowman

Certificate of Authorization License No. 30462


Bowman Consulting Group Ltd
4450 W Eau Gallie Blvd.
Suite 144
Melbourne, FL 32934
Phone: (321) 255-5434
www.bowman.com


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SITE LAYOUT OPTION #2

SW C/O DAIRY RD. AND U.S. HWY-1
TITUSVILLE, FLORIDA 32796

BREVARD COUNTY

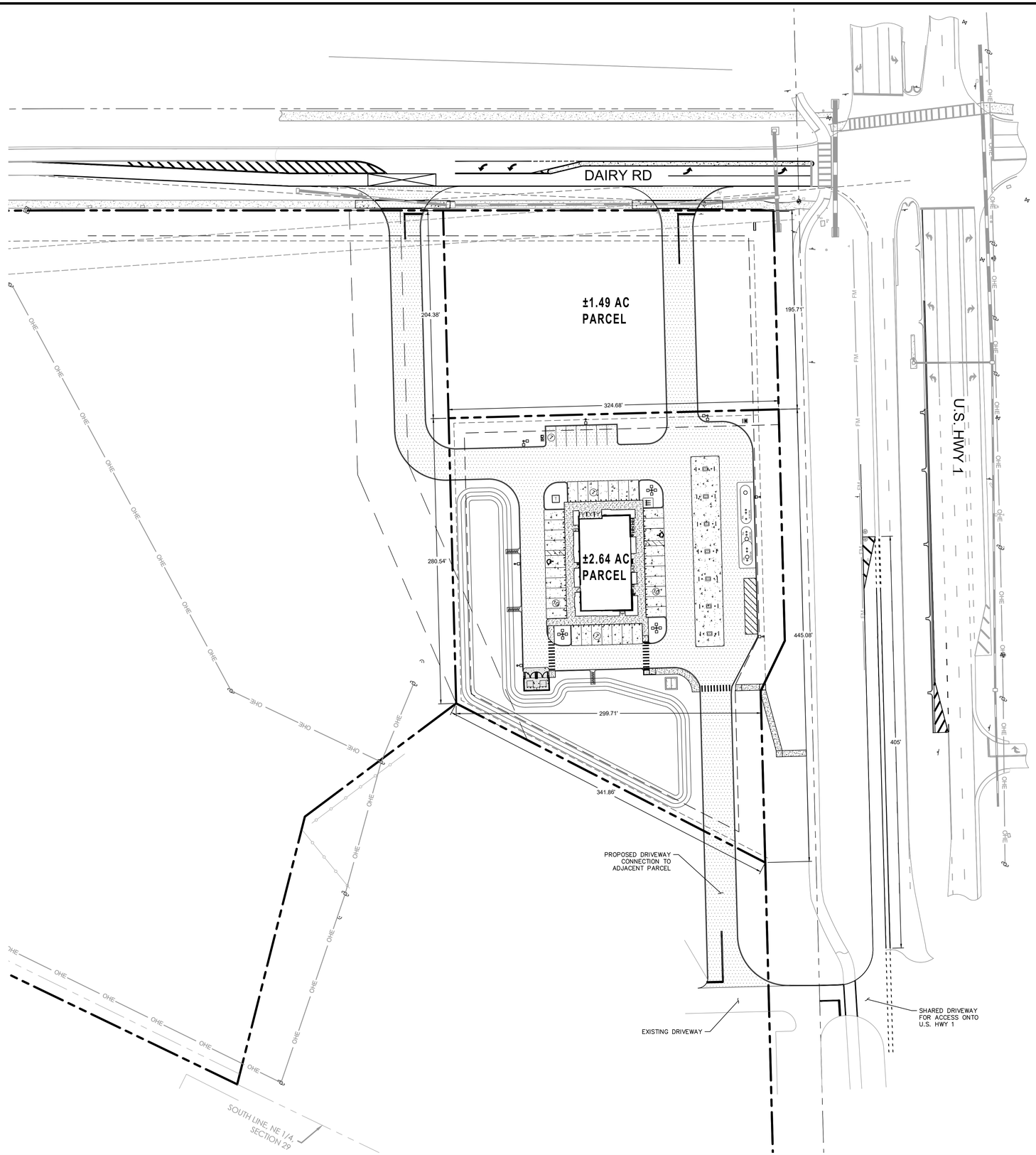
NOT FOR CONSTRUCTION

| PLAN STATUS | |
|---|---|
| | |
| | |
| | |
| | |
| | |
| DATE | DESCRIPTION |
| -- | -- |

| DESIGN | DRAWN | CHKD |
|---|---|---|
| SCALE | | 1" = 50' |
| JOB No. | | 010063-16-004 |
| DATE | | April 20, 2026 |
| COVER SHEET | | |
| SHEET No. | | EX.3 |

THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BOWMAN CONSULTING SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BOWMAN CONSULTING SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BOWMAN CONSULTING SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BOWMAN CONSULTING SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING. THIS DOCUMENT IS PREPARED FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BOWMAN CONSULTING SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING.


PLOT BY: DEREK.SIRI
PLOT DATE: 4/20/2026
FILE PATH: P:\010063 - JF Dairy\010063-16-004 (FRDG) - Titusville, FL\Engineering\Exhibits\Site Options Exhibit\SITE EXHIBIT - OPT#2.dwg




Know what's **below.**
**Call** before you dig.

GRAPHIC SCALE
0 25' 50' 100'
(IN FEET)
SCALE: 1" = 50'

# SITE LAYOUT OPTION #2

SW C/O DAIRY RD. AND U.S. HWY-1
TITUSVILLE, FLORIDA 32796

BREVARD COUNTY

NOT FOR CONSTRUCTION

| PLAN STATUS | |
|---|---|
| DATE | DESCRIPTION |
| -- | -- |

| DESIGN | DRAWN | CHKD |
|---|---|---|
| SCALE | | 1" = 50' |
| JOB No. | | 010063-16-004 |
| DATE | | April 20, 2026 |

COVER SHEET

SHEET No. EX.3


Bowman Consulting Group Ltd
4450 W Eau Gallie Blvd.
Suite 144
Melbourne, FL 32934
Phone: (321) 255-5434
www.bowman.com



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PLOTTED: 2026
DATE: Oct 10, 2025 - 8:30am
FILE PATH: P:\010063 - JC Sewell\010063-16-004 (ERG) / ASheen, Thomas / 1 Engineering\Drawings\Base site Options\ Exhibit\SITE EXHIBIT_OPT#2.dwg

Titusville

Gateway to Nature & Space

# OWNER'S AUTHORIZATION FORM

This authorization form is for:

- ☐ Annexation (ANX)
- ☐ Comprehensive Plan Amendment (CPA)
- ☑ Conditional Use Permit (CUP)
- ☐ Development Agreement (DA)
- ☐ Easement Vacation (EAS)
- ☐ Master Plan (MP)
- ☐ Planned Development (PD)
- ☐ Rezoning (REZ)
- ☐ Right-of-Way Vacation (ROW)
- ☐ Small Scale Amendment (SSA)
- ☐ Variance (VAR)

Date: _____

To: City of Titusville
Attn: Planning Department
555 S. Washington Avenue
Titusville, FL 32796-3584

PROJECT DESCRIPTION: 7-Eleven #4257

PROJECT ADDRESS: SW c/o Diary Rd. and US HWY 1

PARCEL ID# OR TAX ACCT #: Parcel 21-35-28-00-279

Please accept this documentation as authorization for Kim Rezanka (Lacey Rezanka Law Firm) to apply for the above selected request.
(Name of Applicant)

---

Property Owner Signature

Daniel Gohari
Property Owner Name (Please Print)

19955 NE 38th Ct
Street Address

Aventura, FL
33180
City, State, Zip code

917-669-1771
Telephone Number

**Please Note:** If the property is owned by a corporation, trust, et cetra, documentation must be included with this authorization form to prove the person signing this document has the legal authority to do so. If this documentation is not submitted, the application will not be accepted.

---

TO BE COMPLETED BY NOTARY

State of Florida
County of ~~Miami-DADE~~

Subscribed and sworn to before me on this 14th day of January, 2026
By Daniel Gohari who is personally known to me or produced _____ as identification.

Notary Public Signature

My Commission Expires: 12/20/29
Date

JOLIE C. GONZALEZ
NOTARY PUBLIC
MY COMMISSION EXPIRES 12-20-2029
STATE OF FLORIDA
COMMISSION NUMBER HH 745596

## Sec. 28-53. Use table key.

(a) In the event of a conflict between the use table contained in Section 28-54 and any other use table listed in Article V, Zoning Use Standards, the use table contained in Section 28-54 shall prevail.

(b) Types of use.

(1) *Uses permitted by right "P".* A "P" indicates that a use is allowed by right in the respective district. Such uses are subject to all other applicable requirements of these regulations.

(2) *Uses permitted with limitations "L".* An "L" indicates a use that will be permitted subject to the use limitations in Chapter 28, Article V, Zoning Use Standards). Such uses are subject to all other applicable requirements of these regulations.

(3) *Conditional use "C".* A "C" indicates a use that is allowed only where approved as a conditional use by the City Council and require public hearings. Such uses are subject to the use limitations in Chapter 28, Article V, Zoning Use Standards, and all other applicable requirements of these regulations.

(c) Uses not allowed. A blank cell in the use table indicates that a use is not allowed in the respective district.

(d) Standards. The "Standards" column on the use table is a cross-reference to any limited or conditional use standards in Chapter 28, Article V, Zoning Use Standards. All uses are also required to comply with the appropriate dimensional standards in Chapter 28, Article VI, Zoning District Standards.

## Sec. 28-112. Convenience store (without retail gasoline sales).

(a) *Districts where permitted.*

| RE | RR | R-1A | R-1B | R-1C | R-2 | R-3 | RMH-1 | RMH-2 | RHP | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| HM | T | NC | CC | RC | OP | M-1 | M-2 | M-3 | PID | |
| | L | C | C | L | | | | | | |

| GU | OR | P | DMU | | | | UMU | SMU | RMU | | | | | UV | IRCN | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | D | U | M | C | | | 100 | 200 | 300 | 400 | 500 | | | |
| | | | L | L | C | C | L | | | C | L | L | | | C | |

(b) *Definition.* "Convenience stores:" As defined by Section 500.03, Florida Statutes, as may be amended.

(c) *Standards for permitted uses with limitations.*

(1) Convenience stores, in any zoning district:

a. Shall be free of all obstructions of view from the adjacent street to the main store windows giving a clear and unobstructed view of the cashier's station including obstructions of landscaping and gasoline service islands.

b. Shall have appropriate security systems to include, but not be limited to, the following: convenience store shall be equipped with cameras with video retrieval capabilities. This requirement shall be exempted if the convenience store employs two (2) or more employees at the same time between the hours of 11:00 p.m. and 7:00 a.m. or if the convenience store closes on a permanent basis by 11:00 p.m.

c. Shall not have as a part of its operation coin operational amusement devices.

(2) In addition to the regulations in (c)(1) above, in the Downtown Mixed-Use (DMU) zoning district, convenience stores:

a. Shall not allow any outdoor display of merchandise.

(3) In addition to the regulations in (c)(1) above, in the Urban Mixed-Use (UMU) zoning district, convenience stores:

a. Shall have hours of operation limited to 6:00 a.m. to 10:00 p.m.

(d) *Standards for conditional uses.* These uses require public hearings.

(1) In the Neighborhood Commercial (NC), Community Commercial (CC), Downtown Mixed-Use (DMU) Midtown and Civic Waterfront sub-districts, Regional Mixed-Use 200 sub-district (RMU-200), and Indian River City Neighborhood-Commercial (IRCN-C) zoning districts, Convenience Stores may be approved by meeting all applicable regulations in (c)(1), and where applicable in (c)(2), or (3) above by obtaining a conditional use permit.

(Ord. No. 31-2017, § 13, 10-24-17; Ord. No. 37-2017, § 12, 11-14-17; Ord. No. 47-2023, § 4, 10-10-23)

## Sec. 28-168. Retail gasoline sales.

(a) *Districts where permitted.*

| RE | RR | R-1A | R-1B | R-1C | R-2 | R-3 | RMH-1 | RMH-2 | RHP | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| HM | T | NC | CC | RC | OP | M-1 | M-2 | M-3 | PID | |
| | L | C | L | L | | | | | | |

| GU | OR | P | DMU | | | | UMU | SMU | RMU | | | | | UV | IRCN | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | D | U | M | C | | | 100 | 200 | 300 | 400 | 500 | | | |
| | | | L | L | L | L | | | | C | L | L | | | C | |

(b) *Reserved.*

(c) *Standards for permitted uses with limitations.*

(1) In the Tourist (T), Community Commercial (CC), Regional Commercial (RC), Downtown Mixed-Use (DMU) Downtown, Uptown, and Mid-Town sub-districts, and Regional Mixed-Use 300 and 400 sub-districts (RMU-300, RMU-400) zoning districts, retail gasoline sales:

a. Shall require all gasoline pumps, tanks, vents, pump islands, and pump island canopies to conform to setback requirements for the district except that no such pumps, tanks, vents, pump islands or pump island canopies shall be located closer than twenty-five (25) feet to any side property line.

b. Shall prohibit all outdoor display of merchandise.

c. Shall require off-street loading spaces which are provided for the delivery of materials, merchandise, fuel oils or any similar accessory or product to be located in such a manner on the site in order to completely separate these off-street loading areas from customer parking areas and access lanes and aisles thereto.

d. Shall have all gasoline or other fuel pumps supported by a dedicated standby generator to ensure continuity of service after severe weather events, or acts of God, subject to approval by the City.

(2) In addition to the standards in (c)(1) above, retail gasoline sales in the Downtown Mixed-Use (DMU), Civic waterfront sub-district shall be accessory to a marina and have all fuel pumps supported by a dedicated standby generator to ensure continuity of service after sever weather events, or acts of God, subject to approval by the City.

(d) *Standards for conditional uses.* These uses require public hearings.

(1) In the Neighborhood Commercial (NC), Regional Mixed-Use 200 sub-district (RMU-200) and Indian River City Neighborhood-Commercial (IRCN-C) zoning districts, Retail Gasoline Sales shall be required to meet the standards in (c)(1) above, and may be approved by obtaining a conditional use permit.

(Ord. No. 47-2023, § 10, 10-10-23)

Titusville

Gateway to Nature & Space

# OWNER'S AUTHORIZATION FORM

This authorization form is for:

- ☐ Annexation (ANX)
- ☐ Comprehensive Plan Amendment (CPA)
- ☒ Conditional Use Permit (CUP)
- ☐ Development Agreement (DA)
- ☐ Easement Vacation (EAS)
- ☐ Master Plan (MP)
- ☐ Planned Development (PD)
- ☐ Rezoning (REZ)
- ☐ Right-of-Way Vacation (ROW)
- ☐ Small Scale Amendment (SSA)
- ☐ Variance (VAR)

Date: 08/1/2025

To: City of Titusville
Attn: Planning Department
555 S. Washington Avenue
Titusville, FL 32796-3584

PROJECT DESCRIPTION: Titusville 7 Eleven #42757

PROJECT ADDRESS: SW C/O Dairy Rd. & U.S. Hwy.1

PARCEL ID# OR TAX ACCT #: 21-35-28-00-279

Please accept this documentation as authorization for Nathan Landers (Name of Applicant) to apply for the above selected request.

Property Owner Signature

DANIEL GOHARI
Property Owner Name (Please Print)

19955 NE 38th Ct.
Street Address

Aventura, FL 33180
City, State, Zip code

917-669-1771
Telephone Number

**Please Note:** If the property is owned by a corporation, trust, et cetra, documentation must be included with this authorization form to prove the person signing this document has the legal authority to do so. If this documentation is not submitted, the application will not be accepted.

TO BE COMPLETED BY NOTARY

State of Florida
County of MIAMI DADE

Subscribed and sworn to before me on this 4th day of August, 2025
By Daniel GOHARI who is personally known to me ~~or~~ produced _____ as identification.

Notary Public Signature

My Commission Expires: 12/20/25
Date

CAROL C. GONZALEZ
MY COMMISSION # HH 204177
EXPIRES: December 20, 2025
Bonded Thru Notary Public Underwriters

Titusville
Gateway to Nature & Space

# OWNER'S AUTHORIZATION FORM

Date: 9/13/2024

To: City of Titusville
Attn: Development Services
555 S. Washington Avenue
Titusville, FL 32796-3584

This authorization form is for:
(circle one)
- Site Plan/Subdivision Review
- Site Permit

PROJECT DESCRIPTION: Gas station/convenience store with related improvements

PROJECT ADDRESS OR TAX ACCOUNT #: 2113496

Please accept this documentation as authorization for Bowman Consulting to apply for the above selected request.
Name of Engineer (Site Plan) or Contractor (Site Permit)

Property Owner Signature

Daniel Gohari
Property Owner Name (Please Print)

19955 NE 38th Ct, suite 1006
Street Address

Aventura, FL 33180
City, State, Zip Code

917-669-1771
Telephone Number

**Please Note:** If the property is owned by a corporation, trust, et cetera, documentation must be included with this authorization form to prove the person signing this document has the legal authority to do so. If this documentation is not submitted, the application will not be accepted.

---

TO BE COMPLETED BY NOTARY

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 16 day of Sept 2024, by **OWNER** name, title Daniel Gohari by means of ☑ physical presence or ☐ online notarization, who is personally known to me or who has produced Known as identification and who did (did not) take an oath.

Melody J Walsch
Notary Public, State of Florida
Printed Name:
My Commission Expires:

MELODY J WALSCH
Notary Public - State of Florida
Commission # HH 425697
My Comm. Expires Aug 12, 2027
Bonded through National Notary Assn.

Gateway to Nature & Space

## APPLICATION FOR CONDITIONAL USE PERMIT

Please submit electronically a completed application including required submittals to the Planning Department for payment and meeting scheduling. Chapter 34 of the Titusville Land Development Regulations contains the instructions for filing and the required exhibits. INCOMPLETE APPLICATIONS SHALL NOT BE ACCEPTED.

| | | |
|---|---|---|
| **1. Project Information** | Project Name: 7-Eleven #4257 | Property Address/Location Description: SW C/O Dairy Rd. and US Hwy 1 |
| **2. Applicant/ Owner** | Name of Applicant/Contact: Nathan Landers | Name of Owner: Daniel Gohari |
| | Street Address: 4440 PGA Blvd Suite #600 | Street Address: 19955 NE 38th Ct. |
| | City: Palm Beach Gardens State: FL Zip: 33410 | City: Aventura State: FL Zip: 33180 |
| | Telephone #: 561-299-0036 Fax #: | Telephone #: (917) 669-1771 Fax #: (305) 371-8300 |
| | E-Mail Address: nlanders@blackfinpartners.com | E-Mail Address: daniel@avepg.com |
| **3. Applicant Status** | ☐ Owner ☐ Tenant ☐ Agent ☐ Other | |
| **4. Parcel ID** | 21-35-28-00-279 | **Tax Acct.** 2113496 |
| **5. Site Size (Attach Legal Description)** | Acres: 2.02 AC | Square Feet: 87991 sq ft |
| **6. Current Land Uses** | Identify the land uses located on-site and adjacent to the subject site (identify "all" uses that touch property on each boundary), such as grocery store, citrus farm, office, single family residential, etc.: | |
| | **SUBJECT SITE:** | |
| | **NORTH:** Vacant | |
| | **SOUTH:** Vacant | |
| | **EAST:** Behavioral Health Building | |
| | **WEST:** Vacant | |
| **7. Current Designation** | Future Land Use: Commercial High Density | Zoning: CC- Community Commercial |

| | | | | |
|---|---|---|---|---|
| **8. Building Status** | Existing Building(s) on the site?<br>0 | | New Buildings Proposed?<br>1 | |
| **9. Operating Schedule** | (Hours of operation, size of operation)<br>N/A | | | |
| **10. Note any previous CUPs on the site** | None | | | |
| **11. Check other applications submitted** | Conditional Use ☐ | Vacation of Easement ☐ | Master Plan Approval ☐ | Rezoning ☐ |
| | Vacation of Right of Way ☐ | Site Plan ☐ | Subdivision/ Plat ☐ | Other: |
| **12. Narrative** | Please provide a brief description of your request and the proposed project: (Attach separate narrative page if necessary)<br><br>THE PROJECT CONSISTS OF THE DEVELOPMENT OF 2.02 ± ACRES OF UNDEVELOPED LAND. THE PROPOSED DEVELOPMENT INCLUDES, THE NEW CONSTRUCTION OF A NEW 1-STORY, 4,853 SQUARE FOOT GAS STATION CONVENIENCE STORE, 7 FUELING PUMP CANOPY AND ASSOCIATED UTILITIES THE NEW CONSTRUCTION WILL CONFORM TO THE CITY OF TITUSVILLE LAND DEVELOPMENT CODE.<br>WORK WILL INCLUDE EARTHWORK, UTILITIES, PAVED PARKING, CIRCULATION, LANDSCAPING AND IRRIGATION. | | | |

- **All applications shall require Community Development Staff review prior to submittal.**
- All applications shall be submitted to the Planning Department electronically and officially logged in by **end of business day**.
- Tentative hearing dates are scheduled approximately 4 months from the time a completed application is submitted.
- Incomplete applications will not be accepted and will not be considered to be officially submitted until the appropriate information and fees are submitted. Meeting dates for incomplete applications will not be set until all required information and fees are submitted.
- Petitions requiring review from other boards or commissions prior to being forwarded to the Planning and Zoning Commission and City Council are not guaranteed placement on the originally scheduled date(s).
- All meeting agendas will be posted on the City's web site and staff reports for the request can be obtained by contacting the Planning Department at 321-567-3782.

## ACKNOWLEDGEMENT

1. I am the owner and/or legal representative of the owner of the property described, which is the subject of this application.
2. All answers to the questions in said application and all surveys and/or site plans and data attached to and made a part of this application are honest and true to the best of my knowledge and belief. By my signature below, I acknowledge that I have complied with all submittal requirements and that this request package is complete. I further understand that an incomplete application submittal may cause my application to be deferred.
3. Should this application be granted, I understand that any condition(s) imposed upon the granting of this request shall be binding to the owner, his heirs, and successors in title to possession of the subject property.
4. I understand that I must attend all applicable meetings and have been informed of the meeting date(s) and time(s). I understand that if I fail to appear at an applicable meeting, the appropriate Board or Commission may either table or deny the request.
5. I understand that my request if approved does not encumber provision of utility, road or other City infrastructure capacity. The analysis provided by staff of existing levels of service for public facilities and services in the vicinity of the parcel identified in this application is a non-binding analysis, and does not guarantee capacity will be available in the future or encumber/reserve capacity for any period of time.

This matter is subject to quasi-judicial rules of procedure. Interested parties should limit contact with the City Council, Board of Adjustment & Appeals, and Planning & Zoning Commission on this topic to properly noticed public hearings or to written communication to the City Clerk's Office, City of Titusville, P.O. Box 2806, Titusville, FL 32781

/s/_____ 7/15/25

(Signature*) (Date)

* *By entering your name in the "Signature" box above, you are signing this Application electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Application. By entering your name in the "Signature" box above, you consent to be legally bound by this Application's terms and conditions.*

Date received:_____

Accepted by:_____

Gateway to Nature & Space

## SUBMITTAL CHECKLIST

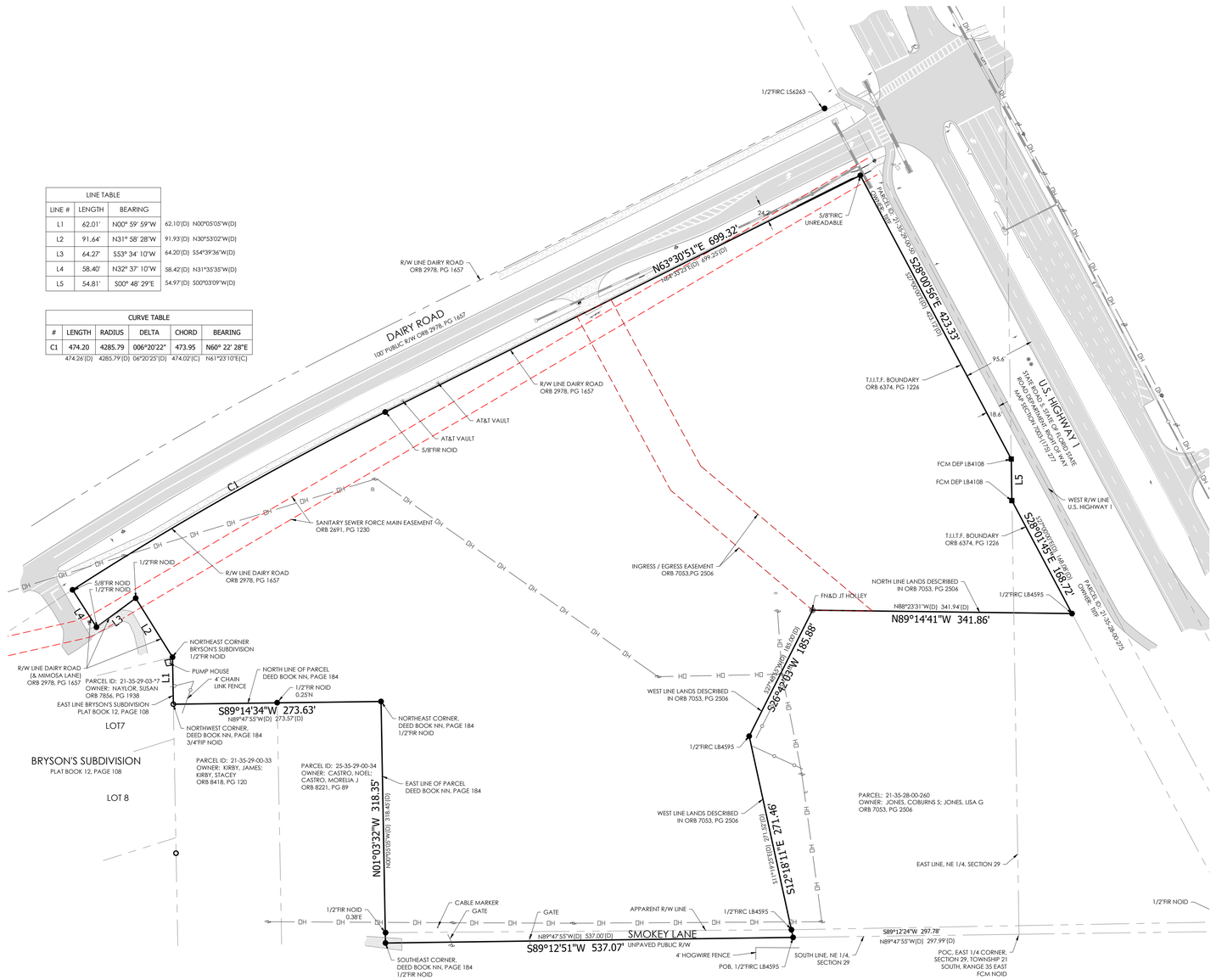
(Development Review Procedures Manual Section 7)

Please fill out the following and submit the documents to the Planning Department electronically. Payment of fees does not ensure a favorable decision. Additional information may include documents initially waived at the pre-application meeting but subsequently determined necessary by staff.

| | | |
|---|---|---|
| 1. | Complete Application and Fees | ☑ |
| 2. | Warranty Deed | ☐ |
| 3. | Notarized Owner Authorization Form (If applicable) | ☐ |
| 4. | Legal Description (from a certified survey in Microsoft Word format) | ☐ |
| 5. | Certified Survey (sealed and containing permanent reference points as described by Chapter 177, Florida Statutes, with bearings, distances and closures) | ☐ |
| 6. | Conceptual Site Plan (minimum 24” x 36”) in hardcopy or electronic in PDF format. | ☐ |
| 7. | Names, addresses and address labels for all property owners within 500 feet of the subject property.<br>*Note: This listing is available from either the Brevard County Property Appraiser’s Office or the City of Titusville Planning Department. Current charge for this service is $35.00.* | ☑ |
| 8. | Pre-Application Meeting Date: April 8, 2025<br>Staff in Attendance: Mandy Lamothe | ☐ |
| 9. | Completed Concurrency Application | ☐ |

THE CONCEPTUAL PLAN SHALL INCLUDE THE FOLLOWING:
(Development Review Procedures Manual Section 7)

| | | |
|---|---|---|
| 1. | All property lines and easements | ☐ |
| 2. | The general location and size of all existing and proposed structures and parking areas. | ☐ |
| 3. | All required landscaping, buffering, or screening. | ☐ |
| 4. | General location of ingress and egress to the property | ☐ |




## LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 35 EAST, AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN EXHIBIT A IN THE WARRANTY DEED TO TRUSTEE UNDER DECLARATION OF TRUST, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5736, PAGE 7156, LESS AND EXCEPT THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7053, PAGE 2506, ALSO LESS AND EXCEPT THE RIGHT OF WAY FOR DAIRY ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 2978, PAGE 1657, AND ALL LANDS LYING NORTH OF SAID DAIRY ROAD. ALL REFERENCES TO OFFICIAL RECORDS ARE TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT A TRIANGULAR COQUINA MONUMENT SET BY L R PAXTON MARKING THE EAST 1/4 CORNER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 35 EAST, THENCE NORTH 89 DEGREES 47 MINUTES 55 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, 297.99 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE NORTH 89 DEGREES 47 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE 537.00 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN DEED BOOK NN, PAGE 184, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THENCE NORTH 00 DEGREES 05 MINUTES 05 SECONDS WEST ALONG THE EAST LINE OF SAID LAND 318.45 FEET TO THE NORTHEAST CORNER THEREOF, THENCE NORTH 89 DEGREES 47 MINUTES 55 SECONDS WEST ALONG THE NORTH LINE OF SAID LAND, 273.57 FEET TO THE NORTHWEST CORNER THEREOF AND THE EAST LINE OF BRYSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 12, PAGE 108, OF SAID PUBLIC RECORDS, THENCE NORTH 00 DEGREES 05 MINUTES 05 SECONDS WEST ALONG SAID EAST LINE 62.10 FEET TO THE NORTHEAST CORNER OF SAID BRYSON'S SUBDIVISION AND THE RIGHT OF WAY LINE FOR MIMOSA LANE AND DAIRY ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 2978, PAGE 1657, OF SAID PUBLIC RECORDS THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING FIVE COURSES, NORTH 30 DEGREES 53 MINUTES 02 SECONDS WEST, 91.93 FEET, THENCE SOUTH 54 DEGREES 39 MINUTES 36 SECONDS WEST 64.20 FEET, THENCE NORTH 31 DEGREES 35 MINUTES 35 SECONDS WEST, 58.42 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 4,285.79 FEET AND BEING CONCAVE SOUTHEASTERLY, FROM WHICH A RADIAL LINE BEARS SOUTH 31 DEGREES 47 MINUTES 02 SECONDS EAST, THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 20 MINUTES 25 SECONDS, 474.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE NORTH 64 DEGREES 33 MINUTES 23 SECONDS EAST, 699.25 FEET TO THE WESTERLY LINE OF THE FORMER FLORIDA EAST COAST RAILWAY ENTERPRISE BRANCH LINE, THENCE ALONG SAID WESTERLY LINE THE FOLLOWING THREE COURSES, SOUTH 27 DEGREES 00 MINUTES 00 SECONDS EAST, 423.12 FEET TO THE EAST LINE OF SAID SECTION 29, THENCE SOUTH 00 DEGREES 03 MINUTES 09 SECONDS WEST 54.97 FEET, THENCE SOUTH 27 DEGREES 00 MINUTES 00 SECONDS EAST, 168.08 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7053, PAGE 2506, OF SAID PUBLIC RECORDS, THENCE ALONG THE NORTH AND WEST LINES OF SAID LAND THE FOLLOWING THREE COURSES, NORTH 88 DEGREES 23 MINUTES 31 SECONDS WEST, 341.94 FEET, THENCE SOUTH 27 DEGREES 48 MINUTES 55 SECONDS WEST 185.00 FEET, THENCE SOUTH 11 DEGREES 19 MINUTES 25 SECONDS EAST, 271.52 FEET TO THE POINT OF BEGINNING.

## SCHEDULE B SECTION II TITLE EXCEPTIONS:

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS FORM. ***NOT A MATTER OF SURVEY.***

2. TAXES AND ASSESSMENTS FOR THE YEAR 2024 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE. ***NOT A MATTER OF SURVEY.***

3. STANDARD EXCEPTIONS:

   A. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. ***ALL OBSERVED MATTERS ARE SHOWN ON THIS MAP.***

   B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. ***NOT A MATTER OF SURVEY.***

   C. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. ***NOT A MATTER OF SURVEY.***

   D. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS. ***NOT A MATTER OF SURVEY.***

4. EASEMENT FOR SANITARY SEWER FORCE MAIN RECORDED IN OFFICIAL RECORDS BOOK 2691, PAGE 1230, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. ***EASEMENT IS SHOWN ON THIS MAP.***

5. INTENTIONALLY DELETED.

6. EASEMENT CONTAINED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7053, PAGE 2506, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. ***EASEMENT IS SHOWN ON THIS MAP.***

7. ANY CLAIM THAT ANY PORTION OF THE INSURED LAND IS SOVEREIGN LANDS OF THE STATE OF FLORIDA, INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS ACCRETED TO SUCH LAND. ***NOT A MATTER OF SURVEY.***

8. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND. ***NOT A MATTER OF SURVEY.***

9. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS. ***NOT A MATTER OF SURVEY.***

NORTH
SCALE: 1" = 80'
0' 80' 160'

## CERTIFICATION TO:

BLACKFIN PARTNERS INVESTMENTS,INC,
MISKEL BACKMAN LLP,
FIDELITY NATIONAL TITLE INSURANCE COMPANY,

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, INCLUDING ITEMS 1,2,3,4,5,8,13,16,18, & 19, FROM TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON FEBRUARY 20, 2025.

## LEGEND:

FIRC = FOUND IRON ROD AND CAP
FIR = FOUND IRON ROD
SIRC = SET 1/2" IRON ROD WITH CAP STAMPED "LB8112"
FCM = FOUND CONCRETE MONUMENT
FN&D = FOUND NAIL & DISK
SN&D = SET NAIL & DISK STAMPED "PRM / PCP LB8112"
FIP = FOUND IRON PIPE
NOID = NO IDENTIFICATION
ORB = OFFICIAL RECORD BOOK
PG = PAGE
PB = PLAT BOOK
R/W = RIGHT-OF-WAY
C/L = CENTERLINE
(M) = MEASURED , (D) = DESCRIPTION / DEED ,
(C) = CALCULATED, (P) PLAT
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
SET NAIL AND DISK STAMPED "TRAV PT LB8112"
MES = MITERED END SECTION
RCP = REINFORCED CONCRETE PIPE
ADS = ADVANCED DRAINAGE SYSTEMS PIPE
NAVD = NORTH AMERICAN VERTICAL DATUM
NAD = NORTH AMERICAN DATUM
NGVD = NATIONAL GEODETIC VERTICAL DATUM
LB = LICENSED BUSINESS
POWER POLE
HIGHWAY SIGN
TELEPHONE PEDESTAL
CABLE PEDESTAL
WELL
LIGHT POLE
OVERHEAD POWER LINE — OH —
TOB = TOP OF BANK — TOB —
TOS = TOE OF SLOPE — TOS —
ASPHALT AREA
CONCRETE AREA
DIRT DRIVE

Robert E Lazenby IV
Digitally signed by Robert E Lazenby IV
Date: 2025.02.26 13:53:33 -05'00'

## SURVEYORS NOTES:

1. LAST DATE OF FIELD WORK FEBRUARY 20, 2025.

2. BEARINGS BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD 83, 2011 ADJUSTMENT GRID BEARING.

3. ELEVATIONS AND BENCH MARKS ARE BASED ON BREVARD COUNTY BENCH MARK BC PID: BSA09, AT LATITUDE 28°38'23.61865"N, LONGITUDE: 80°49'53.69043"W, WITH AN ELEVATION OF 16.387 RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.

4 UNDERGROUND UTILITIES (SANITARY SEWER, STORM, POTABLE WATER, FIRE, ELECTRIC, GAS, CABLE, & TELEPHONE) WERE NOT LOCATED. ABOVE GROUND INDICATORS OF SUCH FACILITIES ARE SHOWN ON THIS MAP AS OBSERVED. NO INVESTIGATION WAS PERFORMED AS TO HOW THESE LOCATED FEATURES ARE CONNECTED BELOW THE GROUND.

5. UNDERGROUND ENCROACHMENTS WERE NOT LOCATED. ALL FEATURES SHOWN ON THIS MAP WERE LOCATED FROM VISIBLE EVIDENCE.

6. NO CEMETERIES OR BURIAL GROUNDS WERE OBSERVED ON THE PROPERTY.

7. WETLANDS WERE NOT DELINEATED FOR THIS SURVEY.

8. THIS MAP IS INTENDED TO BE DISPLAYED AT 1" = 80' FOR SHEET 1, AND 1" = 40' ON SHEET 2, AND 1" = 30' ON SHEET 3.

9. THIS SURVEY IS BASED ON FIDELITY NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT NUMBER: 11983904, REVISION 1/LL-FEBRUARY 25, 2025, COMMITMENT DATE: 02/07/2025 AT 5:00 PM; PROPOSED INSURED: BLACKFIN PARTNERS INVESTMENTS, INC.

10. IT IS THE SURVEYORS UNDERSTANDING A NEW PARCEL WILL BE CREATED IN THE VICINITY OF THE TOPOGRAPHIC SURVEY SHOWN ON THIS MAP. THIS FIRST ISSUE OF SURVEY IS TO FACILITY CREATION OF NEW PARCEL GEOMETRY BY BUYER AND ENGINEER OF RECORD.

11. SEE SHEET 2 FOR TOPOGRAPHIC INFORMATION IN VICINITY OF PROPOSED CREATED PARCEL. SEE SHEET 3 FOR TREE SURVEY IN THE VICINITY OF PROPOSED CREATED PARCEL.

12. PIPES ARE SHOWN ON THIS MAP WHERE DIRECTION AND ORIENTATION WAS OBVIOUS TO SURVEYOR.

## ALTA / NSPS TABLE "A"OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATION NOTES:

1. AS TO TABLE A OPTIONAL ITEM 1, MONUMENTATION WAS RECOVERED OR SET AT ALL PROPERTY CORNERS AS SHOWN ON THIS MAP.

2. AS TO TABLE A OPTIONAL ITEM 2, THE ADDRESS OF THE SUBJECT PARCEL IS U.S. HIGHWAY 1 & DAIRY ROAD, TITUSVILLE, FL 32796. A STREET NUMBER WAS NOT LISTED IN TITLE COMMITMENT.

3. AS TO TABLE A OPTIONAL ITEM 3, THE PROPERTY IS LOCATED WITHIN ZONE "X" WITH LESS THAN 0.2% ANNUAL FLOOD CHANCE ACCORDING TO FEMA MAP NUMBER 12009C0115H, EFFECTIVE DATE 01/29/2021.

4. AS TO TABLE A OPTIONAL ITEM 4, THE GROSS LAND AREA OF THE SUBJECT PARCEL AS FIELD SURVEYED IS 15.2720 ACRES.

5. AS TO TABLE A OPTIONAL ITEM 5, SEE THIS MAP FOR TOPOGRAPHIC INFORMATION WITHIN THE PROPOSED CREATED PARCEL AND ADJACENT RIGHT OF WAY.

6. AS TO TABLE A OPTION ITEM 6, A ZONING REPORT WAS NOT FURNISHED TO THE SURVEYOR.

7. AS TO TABLE A OPTIONAL ITEM 7a-c, THERE ARE NO BUILDINGS ON THE PARENT PARCEL.

8. AS TO TABLE A OPTIONAL ITEM 8, ALL OBSERVED SUBSTANTIAL FEATURES ARE SHOWN ON THIS MAP.

9. AS TO TABLE A OPTIONAL ITEM 9, THERE ARE NO PARKING FACILITIES ON THE PARENT PARCEL.

10. AS TO TABLE A OPTIONAL ITEM 10, THERE ARE NO DIVISION OR PARTY WALLS ON THIS PARCEL.

11. AS TO TABLE A OPTIONAL ITEM 11a & 11b, NO UTILITY PLANS OR REPORTS WERE PROVIDED TO THE SURVEYOR, NOR FIELD LOCATIONS. ALL UTILITIES SHOWN ON THIS MAP ARE AS OBSERVED.

12. AS TO TABLE A OPTIONAL ITEM 12, THE SURVEYOR DID NOT ENTER INTO ANY AGREEMENT TO PROVIDE ADDITIONAL GOVERNMENT AGENCY RELATED SURVEY REQUIREMENTS.

13. AS TO TABLE A OPTIONAL ITEM 13, THE NAMES OF ADJOINING PARCEL OWNERS ARE SHOWN ON THIS MAP.

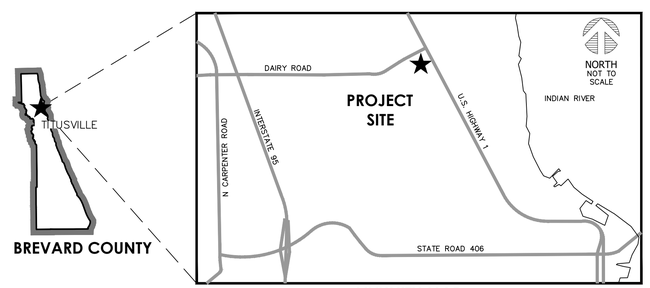
14 AS TO TABLE A OPTIONAL ITEM 14, THE DISTANCE TO THE NEAREST INTERSECTING STREET ON DAIRY ROAD IS APPROXIMATELY 365' SOUTHWEST OF THE NORTHWEST CORNER OF THE PARENT PARCEL TO OLD DIXIE HIGHWAY (STATE ROAD 405).

15. AS TO TABLE A OPTIONAL ITEM 15, THE ORTHO RECTIFIED PHOTO SHOWN ON THIS MAP WAS FLOWN FEBRUARY 6, 2025. THE IMAGE IS SHOWN FOR INFORMATIONAL PURPOSES ONLY TO DEMONSTRATE THE CONDITIONS OF THE PROPOSED CREATED PARCEL AT THE TIME OF SURVEY.

16. AS TO TABLE A OPTIONAL ITEM 16, NO EVIDENCE OF EARTHWORK OR CONSTRUCTION WAS OBSERVED ON THE PROPERTY.

17. AS TO TABLE A OPTIONAL ITEM 17, THE SURVEYOR WAS NOT PROVIDED ANY INFORMATION INDICATING CHANGES IN RIGHT OF WAY LINES.

18. AS TO TABLE A OPTIONAL ITEM 18, THE OFFSITE EASEMENTS LISTED IN THE TITLE COMMITMENT ARE SHOWN ON THIS MAP.



VICINITY MAP

| NO. | DATE | APPROVED | DESCRIPTION |
|---|---|---|---|
| | | | |

ROBERT E. LAZENBY, IV — No. 6389 — STATE OF FLORIDA — REGISTERED LAND SURVEYOR
PERSONAL REPRESENTATIVE'S CERTIFICATE
ADOBE SIGNED ELECTRONICALLY SIGNED AND NOTARIZED DIGITAL SIGNATURE

DRAWN BY: REL4 | CHECKED BY: REL4

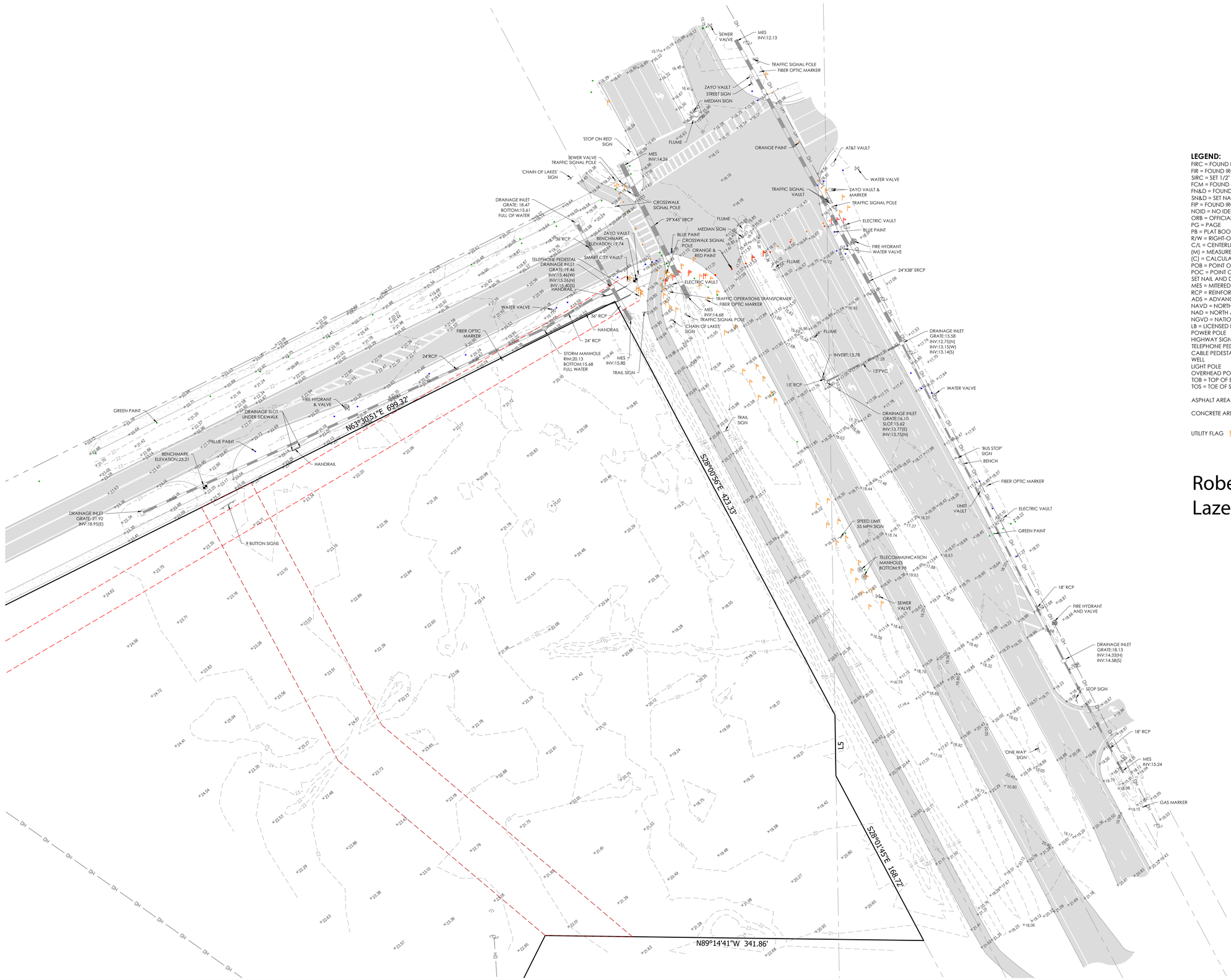

EMAIL: rlazenby@basepointsurveying.com
PHONE: (863) 537-7413
MAILING: 1905 LAKELAND HILLS BLVD. LAKELAND, FL 33805
PHYSICAL: 150 SOUTH WOODLAWN AVENUE BARTOW, FL 33830
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112
BASEPOINT SURVEYING, INC.


CLIENT: BLACKFIN PARTNERS
PROJECT: TITUSVILLE-DAIRY ROAD

# ALTA / NSPS LAND TITLE SURVEY

DAIRY ROAD, TITUSVILLE, FL 32796

PROJECT NO. 11324 | SHEET 1 OF 3




**LEGEND:**

FIRC = FOUND IRON ROD AND CAP
FIR = FOUND IRON ROD
SIRC = SET 1/2" IRON ROD WITH CAP STAMPED "LB8112"
FCM = FOUND CONCRETE MONUMENT
FN&D = FOUND NAIL & DISK
SN&D = SET NAIL & DISK STAMPED "PRM / PCP LB8112"
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POWER POLE
HIGHWAY SIGN
TELEPHONE PEDESTAL
CABLE PEDESTAL
WELL
LIGHT POLE
OVERHEAD POWER LINE
TOB = TOP OF BANK
TOS = TOE OF SLOPE
ASPHALT AREA
CONCRETE AREA
UTILITY FLAG

Robert E Lazenby IV
Digitally signed by Robert E Lazenby IV
Date: 2025.02.26 13:54:09 -05'00'

| NO. | DATE | APPROVED | DESCRIPTION |
|---|---|---|---|
| | | | |

ROBERT E. LAZENBY, IV — No. 6389 — STATE OF FLORIDA — REGISTERED LAND SURVEYOR
PERFECT, DIGITALLY SIGNED AND SEALED
ADOBE ACROBAT SIGNATURE
ORIGINAL SIGNATURE

| DRAWN BY: | CHECKED BY: |
|---|---|
| REL4 | REL4 |


EMAIL: rlazenby@basepointsurveying.com
PHONE: (863) 537-7413
MAILING: 1500 SOUTH WOODLAWN AVENUE LAKELAND, FL 33803
PHYSICAL: 150 SOUTH WOODLAWN AVENUE LAKELAND, FL 33801
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

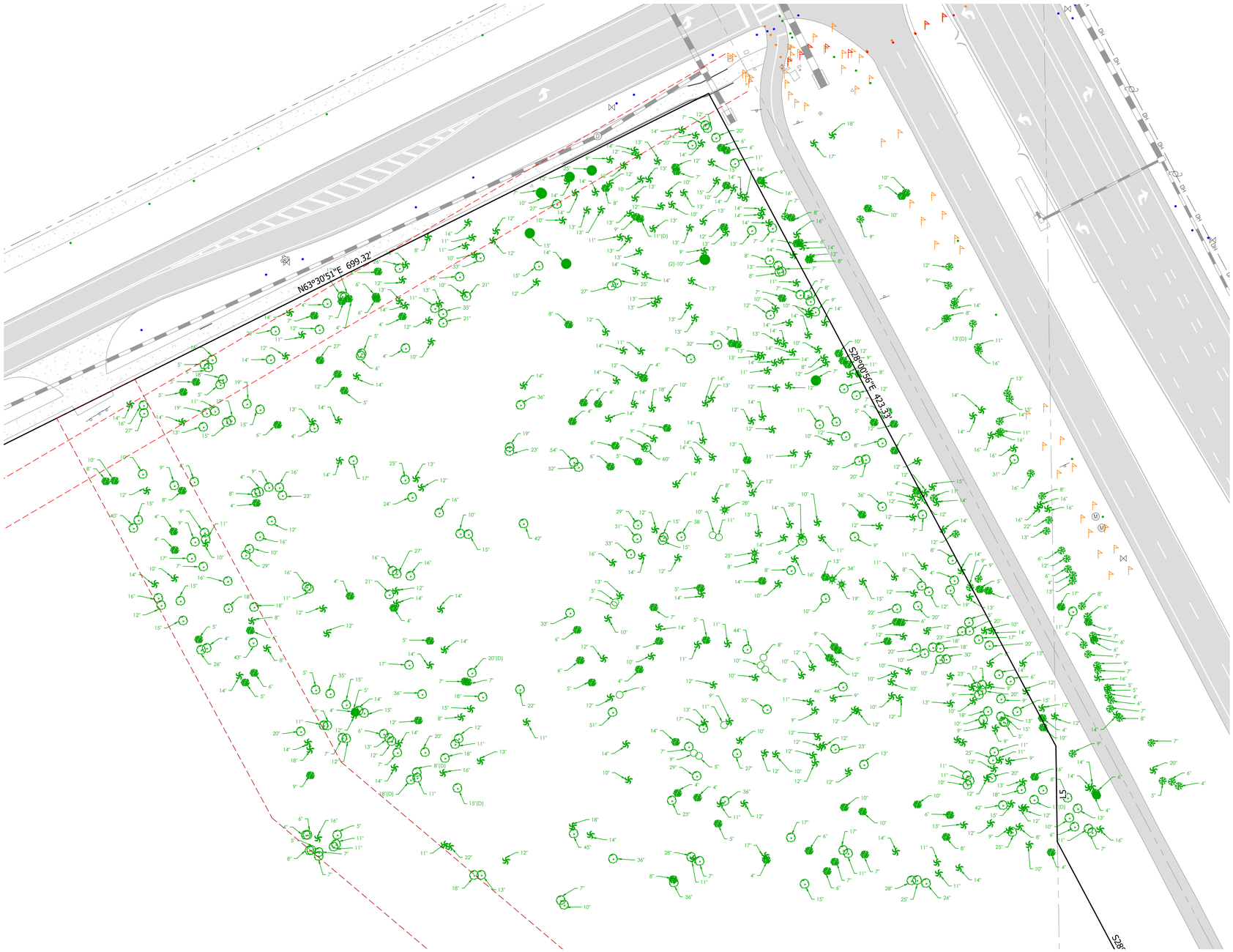

BASEPOINT SURVEYING, INC.

CLIENT: BLACKFIN PARTNERS
PROJECT: TITUSVILLE-DAIRY ROAD

# ALTA / NSPS LAND TITLE SURVEY

DAIRY ROAD, TITUSVILLE, FL 32796

| PROJECT NO. | SHEET |
|---|---|
| 11324 | 2 OF 3 |




NORTH

SCALE: 1" = 30'

0' 30' 60'

**TREE LEGEND:**

- OAK TREE
- PALM TREE
- MAPLE TREE
- PINE TREE
- CAMPHOR TREE
- MAGNOLIA TREE
- TREE SPECIES UNKNOWN

**TREE NOTE:**

DESCRIPTION OF ' (D)' IN TREE MEASUREMENT INDICATES A TREE THAT IS DEAD.

Robert E Lazenby IV

Digitally signed by Robert E Lazenby IV
Date: 2025.02.26 13:54:44 -05'00'

| NO. | DATE | APPROVED | DESCRIPTION |
|---|---|---|---|
| | | | |

ROBERT E. LAZENBY, IV — STATE OF FLORIDA — No. 6389 — REGISTERED LAND SURVEYOR

PERSONS ADDING A DIGITAL SIGNATURE TO THIS DOCUMENT ARE PROHIBITED FROM ADDING A DIGITAL SIGNATURE UNLESS THEY HAVE AN ORIGINAL SIGNATURE

DRAWN BY: REL4 | CHECKED BY: REL4


BASEPOINT SURVEYING, INC.
EMAIL: rdarnby@basepointsurveying.com
PHONE: (863) 337-7413
MAILING: P.O. BOX 447
LAKELAND, FL 33802
PHYSICAL: 150 SOUTH WOODLAWN AVENUE
WINTER HAVEN, FL 33880
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8172


CLIENT: BLACKFIN PARTNERS

PROJECT: TITUSVILLE-DAIRY ROAD

# ALTA / NSPS LAND TITLE SURVEY

DAIRY ROAD, TITUSVILLE, FL 32796

| PROJECT NO. | SHEET |
|---|---|
| 11324 | 3 OF 3 |

Prepared by and return to:
Yindra Velazquez
Alhadeff & Rousso Law, P.A.
11900 Biscayne Boulevard
Ste 289
Miami, FL 33181
786.618.9703
File No 4353

Parcel Identification No 21-35-28-00-279

[Space Above This Line For Recording Data]

# WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

**This indenture** made the 22 **day of December, 2023** between **Robert Carl Goethe and Beverly Page Goethe, Trustees of Robert Carl Goethe and Beverly Page Goethe Revocable Trust dated July 6, 2011**, whose post office address is **10714 North River Ranch Path, Crystal River, FL 34428**, of the County of Citrus, State of Florida, Grantor, to **CHALAV LLC, a Florida Limited Liability Company**, whose post office address is **19955 Northeast 38th Court, 1006, Aventura, FL 33180,** of the County of Miami-Dade, Fl, Grantee:

**Witnesseth**, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Brevard, Florida, to-wit:

See Exhibit A

**Together with** all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**Subject to** taxes for 2023 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**And** Grantor hereby covenant with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

**In Witness Whereof**, Grantor have hereunto set Grantor's hand and seal the day and year first above written.

*Signed, sealed and delivered in our presence:*

Robert Carl Goethe and Beverly Page Goethe Revocable Trust dated July 6, 2011

By: _____
Robert Carl Goethe, Trustee

By: _____
Beverly Page Goethe, Trustee

_____
WITNESS
PRINT NAME: Lacey Brown

_____
WITNESS
PRINT NAME: Ashley Toney

STATE OF Florida
COUNTY OF Citrus

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization this ____ day of December, 2023, by Robert Carl Goethe and Beverly Page Goethe, Trustees of Robert Carl Goethe and Beverly Page Goethe Revocable Trust dated July 6, 2011.

_____
Signature of Notary Public
Print, Type/Stamp Name of Notary

PAMELA L. SPEARMAN
Notary Public
State of Florida
Comm# HH082351
Expires 1/19/2025

Personally Known: X OR Produced Identification: _____
Type of Identification
Produced: _____

## Exhibit A
## Legal Description

A parcel of land lying in the Northeast 1/4 of Section 29, Township 21 South, Range 35 East, and the Northwest 1/4 of Section 28, Township 21 South, Range 35 East, Brevard County, Florida, being the lands described in Exhibit A in the Warranty Deed to Trustee under Declaration of Trust, as described in Official Records Book 5736, Page 7156, LESS AND EXCEPT the lands described in Official Records Book 7053, Page 2506, ALSO LESS AND EXCEPT the Right of Way for Dairy Road as described in Official Records Book 2978, Page 1657, and all lands lying North of said Dairy Road, all references to Official Records are to the Public Records of Brevard County, Florida, said lands being more particularly described as follows:

Commence at a triangular coquina monument set by L R Paxton marking the East 1/4 corner of Section 29, Township 21 South, Range 35 East, thence North 89 degrees 47 minutes 55 seconds West along the South line of said Northeast 1/4, 297.99 feet to the Point of Beginning of this description, thence continue North 89 degrees 47 minutes 55 seconds West along said South line 537.00 feet to the Southeast corner of the land described in Deed Book NN, Page 184, of the Public Records of Brevard County, Florida, thence North 00 degrees 05 minutes 05 seconds West along the East line of said land 318.45 feet to the Northeast corner thereof, thence North 89 degrees 47 minutes 55 seconds West along the North line of said land, 273.57 feet to the Northwest corner thereof and the East line of Bryson's Subdivision as recorded in Plat Book 12, Page 108, of said Public Records, thence North 00 degrees 05 minutes 05 seconds West along said East line 62.10 feet to the Northeast corner of said Bryson's Subdivision and the Right of Way line for Mimosa Lane and Dairy Road as described in Official Records Book 2978, Page 1657, of said Public Records thence along said Right of Way line the following five courses, North 30 degrees 53 minutes 02 seconds West, 91.93 feet, thence South 54 degrees 39 minutes 36 seconds West 64.20 feet, thence North 31 degrees 35 minutes 35 seconds West, 58.42 feet to a point on a curve having a radius of 4,285.79 feet and being concave Southeasterly, from which a radial line bears South 31 degrees 47 minutes 02 seconds East, thence along the arc of said curve through a central angle of 06 degrees 20 minutes 25 seconds, 474.26 feet to the point of tangency of said curve, thence North 64 degrees 33 minutes 23 seconds East, 699.25 feet to the Westerly line of the former Florida East Coast Railway Enterprise Branch line, thence along said Westerly line the following three courses, South 27 degrees 00 minutes 00 seconds East, 423.12 feet to the East line of said Section 29, thence South 00 degrees 03 minutes 09 seconds West 54.97 feet, thence South 27 degrees 00 minutes 00 seconds East, 168.08 feet to the Northeast corner of lands described in Official Records Book 7053, Page 2506, of said Public Records, thence along the North and West lines of said land the following three courses, North 88 degrees 23 minutes 31 seconds West, 341.94 feet, thence South 27 degrees 48 minutes 55 seconds West 185.00 feet, thence South 11 degrees 19 minutes 25 seconds East, 271.52 feet to the Point of Beginning.

Verified
02/19/2026
PI

AD#12088903 2/19/2026

**CITY OF TITUSVILLE**
**NOTICE OF PUBLIC HEARINGS**

**PLEASE TAKE NOTICE** that the City Council of the City of Titusville will hold a public hearing on **Tuesday, March 10, 2026**, at a meeting commencing at **6:30 p.m.**, in the Council Chamber on the second floor of Titusville City Hall, 555 South Washington Avenue, Titusville, Florida 32796, to hear interested persons with regard to **Conditional Use Permit Application No. 9-2024** – City of Titusville Land Development Regulations (LDR) Section 28-214. – Mini-warehouse. - To allow a mini-warehouse use, for property located in the Light Industrial Services and Warehousing (M-1) zoning district, located west of US Highway 1 and South of State Road 50, identified by Brevard County Parcel ID No. 22-35-26-00-504.1, as submitted by Paul Goldberg, authorized representative of GFG Private Funds, LLC, Owner.

**PLEASE ALSO TAKE NOTICE** that on **Wednesday, March 4, 2025**, at a meeting commencing at **6:00 p.m.**, the Planning and Zoning Commission will hold a public hearing to hear interested persons with regard to these matters for recommendation to the City Council. This meeting and the public hearings will be held in the in the Council Chamber on the second floor of Titusville City Hall, 555 South Washington Avenue, Titusville, Florida 32796.

The proposed conditional use permit application may be inspected by the public in the City of Titusville Planning Department, 555 S. Washington Avenue, Titusville, FL 32796 during normal business hours, Monday through Friday (excluding holidays and weekends). All interested parties are hereby advised that they may appear at said meetings and public hearings and be heard with respect to the proposed conditional use permit application.

These matters are subject to the quasi-judicial rules of procedure. Interested parties should limit contact with the Planning and Zoning Commission and the City Council on this topic to properly noticed public hearings or to written communications to the City Clerk's Office.

Any person who decides to appeal any decision of the City Council or the Planning and Zoning Commission with respect to any matter being considered at these meetings will 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 desires to accommodate persons with disabilities. Accordingly, any physically handicapped person, pursuant to Chapter 286.26 Florida Statutes, should, at least 48 hours prior to the meeting, submit a request that the physically handicapped person desires to attend the meeting to the City Clerk's Office.

Wanda F. Wells, MMC, City Clerk,
City of Titusville,
555 South Washington Avenue,
Post Office Box 2806,
Titusville, Florida 32781-2806
Phone 321-567-3686 and
Fax 321-383-5704

florida today

Verified
02/19/26
PI.

## Public Notices

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AD#12088903 2/19/2026

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Wanda F. Wells, MMC, City Clerk, City of Titusville,
555 South Washington Avenue, Post Office Box 2806,
Titusville, Florida 32781-2806
Phone 321-567-3686 and
Fax 321-383-5704

# City of Titusville

"Gateway to Nature and Space"

REPORT

**To:** Members of the City Council

**From:** Thomas Abbate, City Manager

**Subject:** **Mayor's Report**

**Department/Office:** City Manager

**Recommended Action:**
The Mayor will provide his individual report.

**Summary Explanation & Background:**
N/A

**Alternatives:**
N/A

**Item Budgeted:**
N/A

**Source/Use of Funds/Budget Book Page:**
N/A

**Strategic Plan:**
N/A

**Strategic Plan Impact:**
N/A

**ATTACHMENTS:**
1. Sec._28_157.___Pet_grooming_services.

## Sec. 28-157. Pet grooming services.

(a) *Districts where permitted.*

| RE | RR | R-1A | R-1B | R-1C | R-2 | R-3 | RMH-1 | RMH-2 | RHP | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| HM | T | NC | CC | RC | OP | M-1 | M-2 | M-3 | PID | |
| | | | P | P | | | | | | |
| GU | OR | P | DMU | | UMU | SMU | RMU | | UV | IRCN |
| | | | D | U | M | C | | | | | | | | | | | | | | | | |
| | | | 100 | 200 | 300 | 400 | 500 | | | | | | | | | | | | | | | |
| | | | P | P | P | | L | | | | P | P | | P | L | |

(b) *Reserved.*

(c) *Standards for permitted uses with limitations.*

(1) In the Urban Mixed-Use (UMU) zoning district, pet grooming services:

a. Shall be located on property that is adjoining to an intersection of Deleon Avenue or Park Avenue.

b. Shall conduct all activities within a completely enclosed structure and screened from view from adjoining properties.

(2) In the Indian River City Neighborhood-Commercial (IRCN-C) zoning district, pet grooming services:

a. Shall conduct all activities within a completely enclosed structure and screened from view from adjoining properties.

b. Shall only allow boarding as an accessory use.

(Ord. No. 47-2023, § 8, 10-10-23)

# City of Titusville

"Gateway to Nature and Space"

REPORT

**To:** Members of the City Council

**From:** Thomas Abbate, City Manager

**Subject:** **Council Reports**

**Department/Office:** City Manager

**Recommended Action:**
Council Members will provide their individual reports.

**Summary Explanation & Background:**
N/A

**Alternatives:**
N/A

**Item Budgeted:**
N/A

**Source/Use of Funds/Budget Book Page:**
N/A

**Strategic Plan:**
N/A

**Strategic Plan Impact:**
N/A

**ATTACHMENTS:**
None

# City of Titusville

"Gateway to Nature and Space"

REPORT

**To:** Members of the City Council

**From:** Thomas Abbate, City Manager

**Subject:** **City Manager's Report**

**Department/Office:** City Manager

**Recommended Action:**
The City Manager's Report is included in the agenda packet.

**Summary Explanation & Background:**
N/A

**Alternatives:**
N/A

**Item Budgeted:**
N/A

**Source/Use of Funds/Budget Book Page:**
N/A

**Strategic Plan:**
N/A

**Strategic Plan Impact:**
N/A

**ATTACHMENTS:**
1. CM Report - 09Jun26

MEMORANDUM

June 9, 2026

TO: The Honorable Mayor and City Council

FROM: Tom Abbate, City Manager

SUBJECT: City Manager's Report

The following is my report for Council's regular meeting of June 9, 2026:

## A. ACTION ITEMS

**None to Report**

## B. INFORMATION ITEMS

**None to Report**

| **Special Meetings and Events** | |
|---|---|
| July 4th Parade | US Rte 1 to Veterans Mem Park<br>July 4, 2026<br>9:00 am |
| Red, White and Boom!<br>July 4th Celebration | Sand Point Park<br>July 4, 2026<br>6:00 pm – 10:00 pm |
| Budget Workshop | City Hall<br>August 4, 2026<br>5:00 pm |
| 1st Budget Public Hearing | City Hall<br>September 9, 2026<br>5:30 pm |
| Final Budget Public Hearing | City Hall<br>September 21, 2026<br>5:30 pm |

# City of Titusville

"Gateway to Nature and Space"

REPORT

**To:** Members of the City Council

**From:** Andriene Treasure, Esq., City Attorney

**Subject:** **Update on Royal Oak Informal Mediation**

**Department/Office:** City Attorney's Office

**Recommended Action:**
At the discretion of any Council Member

**Summary Explanation & Background:**
On May 28, 2026, the parties participated in informal mediation pursuant to Florida Statutes, Section 163. 3184(4).

Toulon Apartments MS, LLC, ("Applicant") requested that the following be brought before City Council at this council meeting:

- As background, Council heard and denied Applicant's initial application on February 10, 2026, and Final Order of Denial of the Comprehensive Plan Amendment No. 2-2025, was rendered on March 2, 2026.
- Applicant wants Council to review an amended site plan for approval of an amended application for a transmittal to be sent to the State of Florida to consider a comprehensive plan amendment to property located at 2150 Country Club Drive, Titusville, FL 32780.
- The Applicant is requesting Council rescind the adopted Final Order of Denial by way of motion and vote under Robert Rules of Order and the City of Titusville's Charter Section 2-26.
- Robert Rules of Order provides that the Council can Rescind, Repeal or Annul, by motion of a previous action or order or rule that has been previously adopted at some previous time. Prior Notice is required for a motion to rescind—previous notice must be given by any member that the motion will be made at a subsequent meeting (if any member so desires to make that future motion). ***Example of Notice: I give notice that at the next meeting I will move to rescind the Final Order of Denial of Comprehensive Plan Amendment No:2-2025 adopted on February 10, 2026.***
- Rule 18, in the City Charter, Section 2-26 provides, "The mayor, when the council is in session, shall enforce parliamentary rules for its government, so far as they are applicable to such a legislative body. Robert's Rules of Order, Newly Revised edition, is hereby adopted by reference as the official guide for the mayor and the

city council in the conduct of its business. Any rule provided for in this article in conflict with Robert's Rules of Order, Newly Revised edition, shall supersede the provisions contained in Robert's Rules of Order."

- The City Attorney's Office notes that the Applicant has the option of submitting their amended application for a comprehensive plan amendment pursuant to Sec. 34-26 of our City Code of Ordnances, which provides, "No person may resubmit a Comprehensive Plan amendment request within one (1) year after the first denial of said request by Council, or two (2) years after the second denial. A resubmittal is considered to be a request for an identical Comprehensive Plan amendment. A submittal with a significant change in the zoning land use will not be considered identical". However, the applicant does not want to utilize this option.
- The Applicant indicates that if Council is to rescind the transmittal order and provide an opportunity to reconsider the amended concept plan and application, the pending litigation may be resolved.

**Alternatives:**
N/A

**Item Budgeted:**
N/A

**Source/Use of Funds/Budget Book Page:**

**Strategic Plan:**

**Strategic Plan Impact:**

**ATTACHMENTS:**
None

# City of Titusville

"Gateway to Nature and Space"

REPORT

**To:** Members of the City Council

**From:** Andriene Treasure, Esq., City Attorney

**Subject:** **Authorization for travel to 44th FMAA Annual Seminar in July**

**Department/Office:** City Attorney's Office

**Recommended Action:**
Approve the travel authorization request.

**Summary Explanation & Background:**
City Attorney Andriene Treasure, Esq. is requesting authorization, pursuant to newly enacted Administrative Policy 1-1 Travel Reimbursement, to travel to Bonita Springs, Florida, to attend the 44th Annual Seminar of the Florida Municipal Attorneys Association (FMAA), scheduled for July 9–11, 2026. The FMAA Annual Seminar is the premier statewide training event specifically designed for attorneys who represent Florida's municipalities. It provides essential legal updates, professional development, and opportunities for collaboration with municipal law practitioners from across the state.

This year's seminar will include in-depth sessions on recent legislative changes, emerging issues in local government law, best practices in municipal governance, land-use and zoning developments, public records and Sunshine Law updates, ethics requirements, and risk management strategies. These topics directly impact the City's legal operations and support compliance with state-mandated continuing legal education requirements, including ethics and professionalism credits.

As the total travel cost for the City Attorney exceeds $1000, Council approval is required. Approval of this request for approximately $1,346.45 will allow necessary attendance at this statewide training event. Attendance also supports City Attorney Treasure's progress toward obtaining Florida Bar Board Certification in City, County & Local Government Law.

Attendance by both the City Attorney and Assistant City Attorney ensures full coverage of the diverse subject areas presented, allows for division of sessions to maximize information gathering, and strengthens the capacity of the City's legal department to provide effective, well-informed guidance to City Council and all municipal departments. Participation also fosters valuable networking and knowledge-sharing with attorneys

facing similar municipal challenges statewide.

The training offered at the FMAA Annual Seminar is directly relevant to the day-to-day legal matters handled by the City and supports the continued professional growth of the City's legal team. The investment in this conference will enhance the City's ability to mitigate legal risks, remain current on evolving laws, and deliver high-quality legal services.

**Alternatives:**
N/A

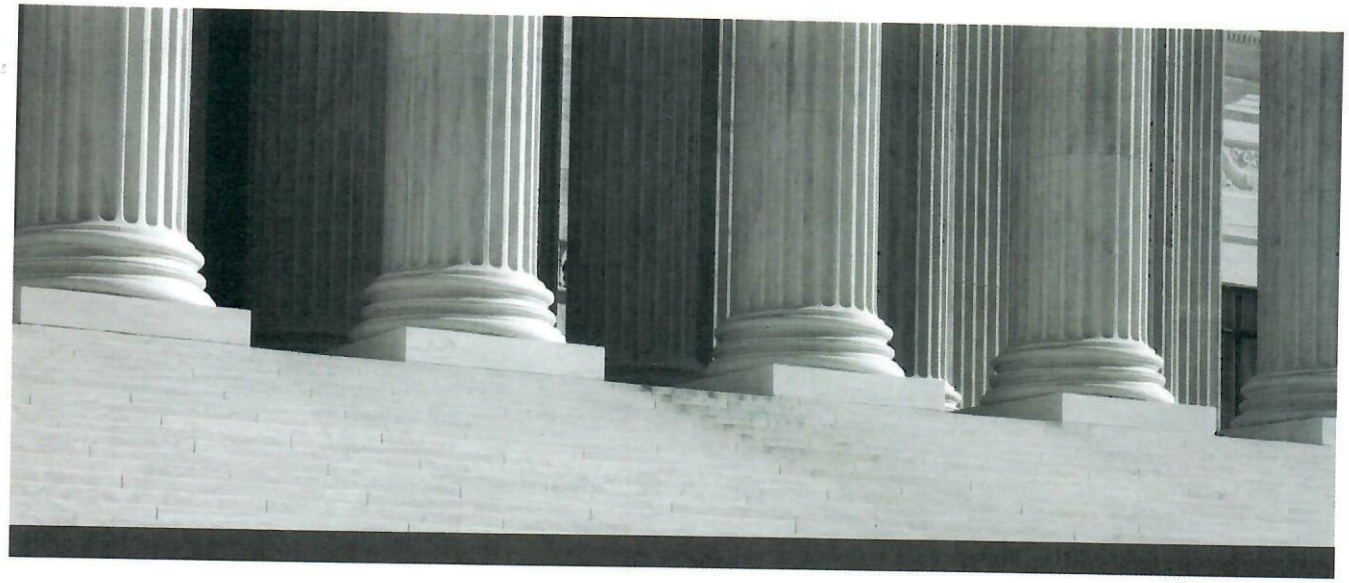
**Item Budgeted:**
Yes

**Source/Use of Funds/Budget Book Page:**
Budgeted from City Attorney's travel account 0001-0201-514.40-01

**Strategic Plan:**
N/A

**Strategic Plan Impact:**
N/A

**ATTACHMENTS:**
1. FMAA Program
2. AP 1-1 Travel Reimbursement



# 44th ANNUAL SEMINAR

**Hyatt Regency Coconut Point**
**July 9-11, 2026**

FLORIDA MUNICIPAL ATTORNEYS ASSOCIATION

# General Information

The 44th Annual Seminar of the Florida Municipal Attorneys Association (FMAA) will be held at the **Hyatt Regency Coconut Point** in Bonita Springs, **July 9-11, 2026**.

The seminar will begin on Thursday afternoon at 12:45 p.m. with sessions on Friday and Saturday mornings. A tentative program has been included as a general representation of topics to be discussed. Although unlikely, the tentative program is subject to change.

A reception including cocktails and light hors d'oeuvres is planned for Thursday evening. Up to two tickets for the reception are included in the registration fee. Additional reception tickets may be purchased for $15.00 for children ages 5-12, and $25.00 for children older than 12 and adults. A luncheon is planned for Friday afternoon, and one ticket is included in the registration fee. Additional luncheon tickets may be purchased for $25.00.

**NOTE:** 2026 will be the last year that we will hand out printed seminar notebooks. Beginning with the 2027 seminar, registrants will be provided with a link to access and download speaker materials prior to the event.

## SEMINAR REGISTRATION

You are encouraged to register in advance to avoid delays at the seminar registration desk. Please fill out the enclosed **Seminar Registration Form** and return it with all registration fees to the **Florida Municipal Attorneys Association, P.O. Box 1757, Tallahassee, FL 32302-1757**. If you have any questions, contact Melanie Howe at ***mhowe@flcities.com***.

Checks should be made payable to the **Florida Municipal Attorneys Association**. Visa, Mastercard, or American Express payments are also accepted but must be made **online only**. When your registration form is received, confirmation of registration will be emailed.

**Please note:** If you are physically challenged and require special services, or if you have special dietary needs, please attach a written description to your registration form.

### Online Registration

FMAA offers a convenient online registration option through our website at ***fmaa.us***. Simply follow the instructions and complete the registration form.

If you need login or password assistance, please contact Melanie Howe at ***mhowe@flcities.com***.

**Registration Fee**
The early registration fee for the 44th Annual Seminar is **$400.00** and must be postmarked on or before June 19, 2026. Registrations postmarked after **June 19** will be subject to the regular registration fee of **$450.00**. This fee covers all refreshment breaks, two tickets for the reception on Thursday evening, one Friday luncheon ticket, and all printed materials.

**Refunds**
In the event prepaid registrants find it impossible to attend the seminar, an email sent to ***mhowe@flcities.com*** by **5:00 p.m., Friday, June 26**, will authorize a full refund. Prepaid registrants not canceled by that time will be included in the guaranteed attendance count. Because of the need to give advance guarantees, no refunds can be made after June 26 or for early departure from the seminar. All refunds will be made after the event.

## HOTEL ACCOMMODATIONS

The **Hyatt Regency Coconut Point** in Bonita Springs is the location for the 2026 FMAA Seminar. FMAA has negotiated the reduced rate of **$239/night** for run-of-house guest rooms, which includes a daily resort fee that has been reduced to $10/night for FMAA guests. This fee includes pool activities, ferry transportation, beach chairs and umbrellas, and other services.

Self-parking has been reduced to **$5/day** for overnight and daily guests.

**Reservation Procedures**
Reservations should be made via an online link that you will receive with your registration confirmation. Reservations must be made by **June 17, 2026**, to help ensure rate and availability. Remember that we are unable to guarantee reservations for anyone, nor the exact date when the hotel block will sell out, **so don't delay**.

**Resort Amenities and Recreational Opportunities**
The Hyatt Regency Coconut Point is the perfect place to bring your family. The resort features several pools, a lazy river and multiple waterslides. Take a boat ride to a private island beach. Enjoy strolling on a boardwalk through a mangrove preserve. For complete details about the resort, find it on ***hyatt.com***.

# FMAA Tentative Program

*Please note that the following sessions are included as **tentative topics and subject to speaker confirmation**. If you have any questions, please contact Rebecca O'Hara at 850. 222.9684.*

## THURSDAY, JULY 9, 2026

10:00 a.m. - 5:00 p.m. **Registration**

12:45 p.m. - 1:00 p.m. **Announcements and Introductions**

1:00 p.m. - 2:30 p.m. **Hot Topics I**

1. **Open Carry and Public Meetings:** Best practices for public meeting policies in the wake of *McDaniels v. State*.

2. **Schools and Land Use:** Legal issues associated with the siting of charter and private schools and the conversion of existing buildings for such uses.

3. **The Data Center Boom:** Land use, infrastructure, and legal frameworks for cities.

2:35 p.m. - 3:35 p.m. **Technology**

1. **Artificial Intelligence and the City Attorney:** A look at the evolving AI universe and its impacts on municipal law practice.

3:40 p.m. - 5:10 p.m. **Nuts and Bolts**

1. **Municipal Contracts:** Tips for reviewing and negotiating common municipal contracts, including mandatory contractual provisions, sovereign immunity provisions, and state law requirements.

2. **Rights-of-Way, Easements, and Dedications:** Key things to know about vacations of rights-of-way and associated conditions, differences between easements and rights-of-way, and relevant caselaw and legal guidance.

3. **Public Employment Law:** A discussion of recent case law, as well as legislative and regulatory changes.

5:30 p.m. **Reception** $33.00

## FRIDAY, JULY 10, 2026

7:45 a.m. - 8:15 a.m. **Continental Breakfast** $20

7:45 a.m. - 12:00 p.m. **Registration**

8:00 a.m. - 9:00 a.m. **The 2026 Legislative Session**

1. **Top 10 Bills (or so) of Municipal Interest:** Highlights of major legislation passed in the 2026 Session.

2. **Deeper Dive:** An in-depth review ofSB 1134 from the 2026 Session, relating to prohibitions on diversity, equity and inclusion practices.

9:05 a.m. - 10:45 a.m. **Ethics and Professionalism**

1. **The City Attorney's Duties and Role in Conflict Resolution:** A presentation on the municipal attorney's role and duties in upholding civility and decorum in a collegial board setting and with opposing counsel.

10:50 a.m. - 12:20 p.m. **Updates and New Developments**

1. **Municipal Liens:** An introduction to the various types of municipal liens and their foreclosure, including code enforcement and special assessment liens.

2. **SCOTUS Update:** Recent game-changing U.S. Supreme Court decisions relevant to municipal practice.

3. **Qualified Immunity:** An update on the law of qualified immunity in proceedings against public officers and employees.

12:20 p.m. **Luncheon** ~ 22

**Award Presentation:** Paul S. Buchman Award
**Business Meeting:** Election and installation of officers

## SATURDAY, JULY 11, 2026

7:45 a.m. - 8:15 a.m. **Continental Breakfast**

7:45 a.m. - 12:00 p.m. **Registration**

8:00 a.m. - 10:00 a.m. **Public Health, Safety, and Welfare**

1. **FEMA Public Assistance:** Legislative updates and practice tips for maximizing recovery.

2. **The Uniform Traffic Control Law:** How to navigate the complex web of authority and preemptions in Chapter 316, Florida Statutes.

3. **Entertainment and Specialty Districts:** Designation and implementation of specialty districts, their purposes, and associated legal considerations.

4. **Public Construction Contracts:** How to best position yourself for when conflicts arise.

10:05 a.m. - 12:05 p.m. **Hot Topics II**

1. **Drones:** A presentation on the authority of municipalities to regulate and use drones.

2. **Housing and the City:** Challenges and issues to expect as local governments consider alternatives to traditional single-family zoning.

3. **Issue Campaign Advocacy:** What you and your municipal clients need to know about compliance with section 106.113, Florida Statutes.

4. **DOGE and Government Audits:** An exploration of the municipal attorney's role in DOGE, legislative, and state audits of local governments, including issues associated with confidential and exempt records.

12:15 p.m. **Adjourn**

**Florida Municipal Attorneys Association**
P.O. Box 1757
Tallahassee, FL 32302-1757

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PERMIT NO. 342

## Please Note:

**Early Registration Deadline: June 19, 2026**
**Hotel Reservation Deadline: June 17, 2026**
**Seminar qualifies for CLE and local government law certification**

| Travel Reimbursement | Signed by:<br>Approving Authority:<br>Thomas A. Abbate, City Manager |
|---|---|
| Revised: April 2026<br>Sunset: April 2029 | |
| Originator:<br>Kevin Cook,<br>Assistant City Manager | Reviewer:<br>Heather Kenney,<br>Special Projects Coordinator |

## POLICY OBJECTIVE

To provide a policy for the authorization and reimbursement of travel expenses incurred in the performance of city business.

## POLICY STATEMENT

### A. Application of Policy

This policy and associated travel guidelines shall apply to those expenditures incurred in the performance of a public purpose including meetings with government officials, meetings with civic groups, conferences, seminars and training programs, pickup and delivery of parts and equipment, recruitment of personnel or industry, community promotion, and any other related activities essential in the performance of a public purpose.

### B. Non-reimbursable expenses

The following expenses shall not be reimbursed: attendance at political rallies, events held for the specific purpose of promoting the candidacy of an individual for public office, expenses incurred by members of a public official's or employee's family, and other expenditures not involving a public purpose or not necessarily incurred in the performance of a public purpose.

### C. Securing Travel

1. **Travel is authorized** and may be requested where budgeted. In the event an employee of the City finds that it is necessary to incur travel expenses that are beyond the scope and intent of the budget, the City Manager or designee authorization is required.

2. **Authorization for travel** for all employees must be approved by their Department Head or the Department Head's designee prior to travel. Authorization for travel for the Department Head, where the total cost exceeds $1,000 or the travel is out of state must be approved by the City Manager or designee.

   Travel by City Council or Board Members appointed by Council, in which the total cost exceeds $1,000, or when the traveler is acting as a representative of the entire Council,

or when travel is out of state, must be approved by the Council. Travel by the City Manager or the City Attorney, in which the total cost exceeds $1000, or travel is out of state, must be approved by the Council. In instances where prior authorization cannot be obtained, subsequent approval may be authorized.

3. **Travel forms** are found on the S Drive, in the Administrative Policies folder *"S:\City Policies\Administrative Policies\Travel"*:

   a. A travel authorization showing complete itinerary must be completed and approved by the appropriate level of supervision prior to travel.
   b. A travel expense report itemizing all expenditures related to the travel with supporting documentation must be signed and dated by the traveler and approved by the appropriate level of supervision.
   c. A monthly mileage report itemizing city related business use of a personal vehicle can be submitted weekly or monthly for reimbursement.
   d. Travel advances may be issued prior to departure on an authorized trip.
   e. The city procurement card is authorized for registration, hotel, airfare, and rental car. Use of the procurement card for meals is discouraged. If purchase of motor fuel is expected, then the traveler is authorized to use a city fuel card issued by Finance.

## D. Computation of Travel Reimbursement

### 1. General provisions

   a. A travel expense report substantiating actual expenses incurred must be submitted to the appropriate level of supervision within 7 business days after trip completion.
   b. Monies owed to the city are due and payable with the complete expense report. A copy of the expense report and the monies owed are to be sent to Finance. Failure to reimburse the city monies owed may result in deduction from the employee's pay.
   c. Expense reports for Council, Board Members, City Attorney, City Manager, Department Heads, any out of state travel, and expense reports where the total cost of travel is $500 or greater must be submitted to the Internal Auditor for audit within 7 business days after travel completion. Documentation sent to the Internal Auditor should be electronic and include the expense report, travel authorization and all supporting documentation.

### 2. Travel reimbursement for lodging, meals and incidentals

The City will follow the Federal General Services Administration (GSA) travel rates published at https://www.gsa.gov/travel-resources.

   a. GSA travel lodging rates do not apply if the hotel is in the same location as the event. Observe check out hours to avoid a charge for the day of departure.
   b. Lodging that is within 40 miles of the traveler's home of record or City Hall will not be authorized, except as authorized by the City Manager or designee.
   c. If travel is 8-12 hours per day (does not apply to overnight stays), lunch per diem will

be reimbursable.

d. Traveler must self-park if available. If traveler elect to valet park, traveler will be responsible for the difference in price unless the hotel of the event has mandatory valet parking only.
e. Per diem items not reimbursable:
   Alcoholic beverages
   Plated meals or lodging included in registration fees
   Meals provided free to the traveler must be deducted from the Travel Expense Report
f. When an employee attends multiple approved travel events consecutively, the day of departure from the first travel event to the second travel event shall be considered a travel day. If the employee departs directly from the location of the first event and travels to the location of the second event without returning to their primary work location, that day will be treated as a travel status day for reimbursement and per diem purposes

**3. Transportation**

a. Must be by the most economical and direct route. A traveler who chooses an indirect route for their convenience must bear any extra costs.
b. Air travel shall be by economy class – except when economy class is not available to maintain an efficient travel schedule or otherwise approved by the City Manager or their designee.
c. Air travel personal insurance policies and charges for overweight bags are not reimbursable.
d. City owned vehicles are the preferred mode of transportation. In the event a City vehicle is not available, mileage for the use of a personal vehicle is reimbursable based on the IRS business mileage rate for the year in which the travel occurred.
e. If travel is outside of the state, reimbursement shall be the lesser of the IRS mileage rate or the equivalent to that of a round-trip economy airfare.
f. Travelers receiving a car allowance may be reimbursed for mileage when the one-way miles exceed 100 miles unless otherwise provided by contract.
g. Rental automobiles must be specifically authorized on a travel authorization form and should be limited to the most economical category.
h. Rental of premium or luxury vehicles is not allowed.
i. Fuel purchases for rental vehicles used for authorized travel are allowable on the P-Card when directly related to approved travel.
j. Fuel purchased for City owned vehicles used for authorized travel are allowable on the P-Card only when the vehicles assigned gas card for the City vehicle is not working.

**4. Supporting documentation required where applicable:**

a. Event Agenda – listing registration fees, meals provided and daily schedule of events.
b. Lodging – itemized statement on hotel stationary.
c. Meals – only when a set price is established; otherwise, no receipts are required.
d. Registration – completed registration form and proof of payment.
**e.** Transportation – for mileage include Map Quest or similar document detailing mileage to/from event; for air travel include the itinerary showing class and cost;

other incidental transportation expenses do not require receipts.

**5. Reimbursement of expenses for others**

a. Individuals who are not city employees may be authorized to incur travel expenses in the following instances: recruitment of consultants and potential city employees, hosting special visitors to the city, expenses incurred in the course of advocating State and Federal legislation, hosting committees and conferences for organizations where the city or individual is a member, or as authorized by the City Manager or their designee.
b. The travel expenses must be budgeted and those expenses reasonably and necessarily incurred in the performance of a public purpose.
c. GSA travel rates should be used as a guideline when considering the overall cost of the travel.
d. Alcoholic beverages will not be reimbursed.

**6. Employee recognition programs and overtime work**

a. The City Manager or their designee may authorize meals provided employees as part of the Employee Recognition Program.
b. The Department Head may authorize meals provided at a work site so that employees may continue to work overtime.
c. The meals must be budgeted.
d. GSA travel rates should be used as a guideline when considering the overall cost.
e. Alcoholic beverages are not allowed.

## RESPONSIBILITY FOR ENFORCEMENT

The Assistant City Manager has overall responsibility for this policy. Each Department Head is responsible for his or her employees' adherence to this policy.