CITY OF TITUSVILLE

CITY COUNCIL

AGENDA

Regular Meeting

August 11, 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. **A moment of silence will be held.**

3. **PLEDGE OF ALLEGIANCE**

4. **APPROVAL OF MINUTES**

5. **SPECIAL RECOGNITIONS & PRESENTATIONS**

6. **BOARDS AND COMMISSIONS**

   A. **Board of Adjustments and Appeals (BAA) Semi-Annual Report**

   The Board of Adjustments and Appeals semi-annual written report is included in the agenda packet. No action is requested.

   B. **Planning and Zoning Commission (P&Z) Semi-Annual Report**

The Planning and Zoning Commission's semi-annual written report is included in the agenda packet. No action is requested.

C. **Titusville Social Services Ad Hoc Committee Recommendation Report**

Consider the Titusville Social Services Ad Hoc Committee Recommendation Report and provide advisability on the recommendations.

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

8. CONSENT AGENDA

A. **Employment Agreement for the City Auditor**

Approve the employment agreement for the City Auditor.

B. **Code Enforcement Lien Reduction Request - 508 Lucky Street**

Approve the Special Magistrate's recommendation for a code enforcement lien reduction to the amount of $1,000 plus $4,651.01 in City cost for a total of $5,651.01 and payable to the City of Titusville within 90 days. This action is for the property located at 508 Lucky Street. The Magistrate has based his findings on the requirements of City Code Section 31-71(g).

C. **Task Order #CDMTO004 for Septic to Sewer Feasibility Study**

Approve the award of Task Order #CDMTO004 to CDM Smith, Inc. in the amount of $122,730 to provide engineering consulting services including, but not limited to, feasibility of gravity sewer to three areas located in the City including lift station siting, phasing and cost evaluations, and authorize the Mayor to execute the Task Order.

D. **Task Order # MHTO007 # for Osprey Filter Evaluation**

Approve Task Order No. MHTO007 with Mead & Hunt, Inc. in the amount of $49,441 for an evaluation of filtration technologies to replace the Osprey sand filters and authorize the City Manager to execute the Task Order.

E. **Amendment No. 2 for the Seminole Lift Station Project**

Approve Amendment #2 to work order CDMWR011 to CDM Smith, Inc in the amount of $33,000 to provide additional construction services including grant compliance support and authorize the City Manager to execute the amendment.

F. **In-Depth, Inc. Contract for Repair and Maintenance of Existing Clearwells at Mourning Dove Water Treatment Plant**

Approve the use of Toho Water Authority Contract No. IFB-26-015 and authorize a purchase order to In-Depth, Inc. in an amount not to exceed $100,000 for underwater maintenance and repairs to the two clearwells at the Mourning Dove Water Treatment Plant and authorize the Mayor to execute the contract.

G. **Use of Titusville Police Department Forfeiture Funds**

Approve the request and the attached budget amendment. Approve the use of $15,000 in available forfeiture funds to support anticipated expenses associated

with the Titusville Police Department's annual National Night Out event and other community outreach initiatives conducted throughout the remainder of FY 2026.

H. **Public Works Equipment - Paint Machine**

Approve the issuance of a purchase order for the purchase of a Graco Grindlazer System including a Paint Machine and Finder in the amount of $42,835 from Aramsco Inc.

I. **Budget Amendment for Argyle/Westwood Ditch Grading**

Approve the budget amendment to fund the ditch grading project on the Westwood/Argyle ditch.

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

A. **Ordinance No. 15-2026 - Cell Towers in Community Commercial (CC) Zoning District**

Conduct the second reading and final public hearing of Ordinance No. 15-2026, an ordinance of the City of Titusville, Florida, amending the Code of Ordinances to allow transmission towers as a conditional use in the Community Commercial (CC) zoning district by amending Sections 28-54, "Use Table", and 28-220, "Transmission Tower"; providing for severability, repeal of conflicting ordinances, incorporation into the code, and an effective date. (This is a legislative item.) (The first public hearing was held at the regular City Council meeting on July 28, 2026 at 6:30 p.m. This is the second reading and the final public hearing.)

At their regular meeting on July 8, 2026, the Planning and Zoning Commission recommended approval, 7-0.

B. **Ordinance No. 16-2026 - Urban Forestry Trust Fund**

Conduct the second reading and public hearing of Ordinance No. 16-2026, an ordinance of the City of Titusville, Florida, amending the Code of Ordinances to rename the Landscaping Trust Fund to the Urban Forest Trust Fund by amending Sections 30-32, "Criteria for Removal" and 30-34, "Mitigation Plan, Incentives", providing for severability, repeal of conflicting ordinances, incorporation into the code, and an effective date. (This is a legislative item.) (This is the second reading and public hearing.)

At their regular meeting on July 22, 2026, the Planning and Zoning Commission recommended approval, 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. **Master Plan Amendment (MP) Application No. 1-2026 to amend the Vector Space Development of Regional Impact (DRI) (a.k.a. Riverfront Center Parcel/Tract A-5 Hotel)**

Conduct the public hearing and approve Resolution No. 17-2026 allocating 124 hotel rooms to Tract/Parcel A-5 by amending the Development Order for the Vector Space Development of Regional Impact Master Plan.

At their regular meeting on July 22, 2026, the Planning and Zoning Commission recommended approval, 7-0.

D. **Small Scale Amendment (SSA) No. 1-2026 - Canaveral Ave**

Conduct the second reading and public hearing of Ordinance No. 17-2026 amending the comprehensive plan future land use map and Ordinance No.18-2026 rezoning the property for Small Scale Comprehensive Plan Amendment (SSA) 1-2026.

Ordinance No. 17-2026, an ordinance of the City of Titusville, Florida, amending the Code of Ordinances by amending Ordinance No. 60-1988, which adopted the Comprehensive Plan of the City of Titusville, by amending the future land use designation on property located along Canaveral Avenue, located south of Pine Street and north of Palmetto Street, from Medium Density Residential to High Density Residential on 0.16+/- acres of property having Parcel ID No. 22-35-03-03-26-7; providing for severability; repeal of conflicting ordinances; and providing for an effective date. (This is a legislative item.) **At their regular meeting on July 8, 2026, the Planning and Zoning Commission recommended approval, 7-0.**

and

Ordinance No. 18-2026, an ordinance amending Ordinance No. 5-1993 of the City of Titusville, Florida, by amending the zoning map made a part of said ordinance by reference by changing the zoning classification on property located along Canaveral Avenue, located south of Pine Street and north of Palmetto Street, from the Single-Family High Density (R-1C) to the Multifamily High Density Residential (R-3) zoning district on 0.16+/- acres of property having Parcel ID No. 22-35-03-03-26-7; providing for severability; repeal of conflicting ordinances; and providing for an effective date. (This is a quasi-judicial item.) **At their regular meeting on July 8, 2026, the Planning and Zoning Commission recommended approval, 6-1.**

10. ORDINANCES - FIRST READING

A. **Administrative Approval of Plats and Replats Ordinance**

Conduct the First Reading of Ordinance No. 19-2026 amending the Plat procedures in the Land Development Regulations consistent with Chapter 2025-164 Laws of Florida.

Ordinance No. 19-2026, an ordinance of the City of Titusville, Florida, amending the Code of Ordinances to create procedures for the administrative approval of preliminary and final plats, amending Sections 31-31, “Powers and Duties”, 34-8 “Public Hearing Approvals Required”, 34-151, “Procedure”, 34-

172, “Procedure”, 34-173, “Required Exhibits”, 34-179, “Final Plat”, 34-180, “Recording of Final Plat Required”, 34-182, “Improvements Required to be Installed”, 34-201 “Recording of Final Plat Required”, and Development Review Procedures Technical Manual, Sections 11 “Preliminary Plat” and 13 “Final Plat”; providing for severability, repeal of conflicting ordinances, incorporation into the code, and an effective date. (This is a legislative item.)

At their regular meeting on July 22, 2026, the Planning and Zoning Commission recommended approval, 7-0, of the ordinance with the following changes: (1) Not remove review of the Preliminary Plat or Plan being reviewed by the Planning and Zoning Commission and City Council and (2) To remove review of the restrictions and covenants of subdivisions from the administrator and/or City Council.

B. **Small Scale Amendment (SSA) No. 2-2026 - 1165 War Eagle Boulevard**

Conduct the first reading of Ordinance No. 12-2026 annexing land, Ordinance No. 13-2026 amending the comprehensive plan future land use designation and Ordinance No. 14-2026 rezoning property for Small Scale Comprehensive Plan Amendment (SSA) 2-2026.

Ordinance No. 12-2026, an ordinance of the City of Titusville, Florida, amending Section 7, Chapter 63-2001, Laws of Florida, Special Acts of 1963, by annexing certain property located at 1165 War Eagle Boulevard having Parcel ID Number: 21-35-30-00-769 to be included within the city limits; providing for severability; providing for repeal of conflicting ordinances; and providing for an effective date. (This is a legislative item.)

Ordinance No. 13-2026, an ordinance of the City of Titusville, Florida, amending the Code of Ordinances by amending Ordinance No. 60-1988, which adopted the Comprehensive Plan of the City of Titusville, by amending the future land use designation on property located at 1165 War Eagle Boulevard from Residential 15 (Brevard County) to Residential One (Res-1) on 1.1+/- acres of property having Parcel ID No. 21-35-30-00-769; providing for severability; repeal of conflicting ordinances; and providing for an effective date. (This is a legislative item.)

Ordinance No. 14-2026, an ordinance amending Ordinance No. 5-1993 of the City of Titusville, Florida, by amending the zoning map made part of said ordinance by reference, by changing the zoning classification on property located at 1165 War Eagle Boulevard from Rural Residential RR-1 (Brevard County) to Residential Estate (RE) on 1.1+/- acres of property having Parcel ID No. 21-35-30-00-769; providing for severability; repeal of conflicting ordinances; and providing for an effective date. (This is a quasi-judicial item.)

At their regular meeting on July 22, 2026, the Planning and Zoning Commission recommended denial, 7-0.

The second reading and final public hearing on the item is scheduled for regular City Council meeting on August 25, 2026 at 6:30 p.m.

11. OLD BUSINESS

A. **Professional Planning & Engineering Consulting Services - Royal Oak**

Approve the rankings and final recommendation of the top-ranked firm responding to RFQ #26-Q-045 TB, Professional Engineering Services for the Royal Oak study. Authorize staff to enter into contract negotiations with the recommended firm, final contract approval and project cost will be brought back to City Council for approval.

12. NEW BUSINESS

A. **Hopkins Corridor Redevelopment Plan Scope of Work with the East Central Florida Regional Planning Council**

Approve the proposed scope of work from the East Central Florida Regional Planning Council for the Hopkins Corridor Redevelopment Plan in an amount not to exceed $60,000, and authorize the City Manager to execute any necessary agreements or documents.

B. **Enterprise Fleet Management Services Agreement**

Authorize the Mayor to execute the necessary agreements with Enterprise Fleet Management, Inc., utilizing Sourcewell Contract No. 112025-EFM, for fleet management services and the phased acquisition, leasing, maintenance, and replacement of City vehicles, subject to approved budget appropriations and final review and approval of the contract language by Purchasing and Contracting, the City Attorney, and the City Manager.

C. **Performance Bond Reduction Request - Tranquility, Phase 2 Subdivision**

Consider the request to reduce the amount of the performance bond for Phase 2 of Tranquility Subdivision.

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 reports.

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

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 (BAA) Semi-Annual Report**

Department/Office: City Clerk

Recommended Action:
The Board of Adjustments and Appeals semi-annual written report is included in the agenda packet. No action is requested.

Summary Explanation & Background:

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:
1. BAA Semi-Annual Updates Spring 2026

Board of Adjustments and Appeals Semi-Annual Report

Items Reviewed Between January 2026 - June 2026

Var. No.	Description	Date of Decision
#1-2026	A variance to Land Development Regulations Chapter 28, Section 28-304 to allow the lot width to be less than the required 75-feet for property located at 2010 Logan Drive - APPROVED.	1/29/2026
#1-2026	A variance to Land Development Regulations Chapter 28, Section 28-304 to allow the interior side yard setback to be less than the required 10-feet for a primary structure located at 2010 Logan Drive - DENIED.	1/29/2026
#2-2026	A variance to Land Development Regulations Chapter 28, Section 28-302 to allow less than the required 15-foot interior side yard setback for a primary structure located at 2108 Malinda Lane - APPROVED.	1/29/2026
#3-2026	A variance to Land Development Regulations Chapter 32, Section 32-9 to allow a ground sign to exceed the maximum surface area of one hundred fifty (150) square feet for property located at 1400 N. Washington Avenue - APPROVED.	2/25/2026
#4-2026	A variance to Land Develoment Regulations Chapter 32, Section 32-10 to allow additional wall signs for a building that has only one (1) street frontage (on an existing paved ROW) for property located at 2035 Cheney Highway - APPROVED.	2/25/2026
#4-2026	A variance to Land Development Regulations Chapter 32, Section 32-9 to allow a development to have more than one (1) ground sign for property located at 2035 Cheney Highway - DENIED.	2/25/2026
#5-2026	A variance to Land Development Regulations Chapter 28, Section 28-214 to allow a mini-warehouse to provide parking at a rate less than one (1) space for each twenty-five (25) storage cubicles and two (2) spaces for the manager's quarters for property located at Parcel ID # 22-35-26-00-504.1 - APPROVED WITH A CONDITION.	2/25/2026
#6-2026	Moved to Public Purpose Variance #1-2026.	
#7-2026	A variance to Land Development Regulations Chapter 28, Section 28-391 to allow the cumulative area of all accessory buildings or structures to exceed fifty (50) percent of the square foot area of the principal structure for property located at 1165 Mockingbird Lane - DENIED.	4/29/2026
#8-2026	A variance to Land Develoment Regulations Chapter 30, Section 30-339 which requires the intallation of a five-foot high berm along Industrial (M-2) properties for property located at Tax Acct # 2300402 and # 3019544 - WITHDRAWN.	

#9-2026	A variance to Land Development Regulations Chapter 28, Section 28-108 to eliminate the requirement for a six-foot high masonry screening wall where the site abuts a residnetial zoning district or use for property located at 2035 Cheney Highway - APPROVED.	4/29/2026
#10-2026	A variance to Land Development Regulations Chapter 30, Section 30-362 and Section 30-382 to reduce landscape requirements for property located at 6695 S. Washington Avenue. - WITHDRAWN.	
#11-2026	A variance to Land Development Regulations Chapter 28, Section 28-317 to allow a 0-foot interior side yard setback for a primary structure in lieu of the required 10-foot interior side yard setback for property located at 109 Fisher Avenue - DENIED.	6/24/2026
#12-2026	A variance to Land Development Regulations Chapter 32, Section 32-10 to allow additional wall signs for a building that has only one (1) street frontage (on an existing paved ROW) for property located at 1915 Cheney Highway - APPROVED.	5/27/2026
#13-2026	A variance to Land Development Regulations Chapter 28, Section 28-304 to allow less than the required 25-foot rear yard setback for a primary structure located at 533 Hillcrest Avenue - APPROVED.	6/24/2026
#14-2026	A variance to Land Development Regulations Chapter 30, Section 30-238 to eliminate the requirement for a sidewalk to be constructed along north and west portions of the parcel abutting State Road 405 and Highway US 1 for property located at Parcel ID # 23-35-01-25-A - APPROVED.	5/27/2026
#15-2026	A variance to Land Development Requlations Chapter 28, Section 28-305 to allow the side corner setback to be less than the required 20-feet for a primary structure for property located at 701 Booker Street - POSTPONED.	6/24/2026
#16.2026	A variance to Ordinance No. 24-2019 to allow a reduced interior side yard setback for the construction of a single-family dwelling for property located at 2374 Landing Drive - APPROVED.	6/24/2026

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Planning and Zoning Commission (P&Z) Semi-Annual Report**

Department/Office: City Clerk

Recommended Action:
The Planning and Zoning Commission's semi-annual written report is included in the agenda packet. No action is requested.

Summary Explanation & Background:

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:
1. January - June 2026 SemiAnnual Update

City of Titusville

Planning Department

To: City Manager, Tom Abbate

FROM: BRAD PARRISH, COMMUNITY DEVELOPMENT DIRECTOR

Date: 07/21/2026

RE: Planning and Zoning Commission Semi-Annual Report January – June 2026

Within the last six months the Planning and Zoning Commission has reviewed the following items:

1. Ordinances and Technical Manuals

1. Ordinance Annual Update of the 5-Year Capital Improvements Schedule (2026-2030) relating to the Capital Improvement Element of the Comprehensive Plan. P&Z made a motion to recommend approval of the 5-Year Plan. Approve unanimously 6-0. January 21, 2026

2. Live Local Ordinance – P&Z made a motion to recommend approval as written. Approved unanimously. March 18, 2026

3. Certified Recovery Residences Ordinance – P&Z made a motion to recommend approval of the Certified Recovery Residence Ordinance with the following recommended conditions: 1. Include an application fee in the ordinance 2. Include graduated distance based on the number of occupants 3. Address required inspections by both Building Department and Fire Department 4. Include in the application the same required documentation as page 21 of the agenda packet with the exception of fee schedule and refund policy. 5. Identify which is the certifying entity – FARR, FCB or DCF. 6. Identify the certified accreditation level, is it 1, 2, 3, or 4? 7. Identify types of services offered 8. Determine if it is a 24-hour facility or operating in just the day or night 9. Identify staffing levels and security 10. Clarification of the appeal process 11. Automatic revocation of the license if closed, abandoned, or if the facility loses their certification. Approved 6 yes, 1 no vote. April 8, 2026

4. Trucks on Local Roads Ordinance – P&Z made a motion to recommend approval of the Trucks on Local Roads Ordinance as written with a friendly amendment: Strike all technical manual references in this ordinance and add into the ordinance that during construction activity, the City reserves the right to restrict access if deemed to be necessary to reduce impacts on local streets. Approved unanimously. April 8, 2026

5. Aerospace and Light Manufacturing Ordinance – P&Z made a motion to recommend 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 recommend 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 approves the use of the definitions provided by Member Troutman to be included in the ordinance. Approved unanimously. June 3, 2026

2. Small Scale Amendments (SSA)

1. SSA# 7-2025 – 1400 Elizabeth Avenue – P&Z made a motion to recommend approval for Small Scale Amendment SSA#7-2025 – 1400 Elizabeth Avenue of the rezoning from the Single-Family Medium Density (R-1B) to the Multifamily Medium Density (R-2) zoning district consistent with the Small-Scale Amendment. Approved unanimously. January 7, 2026

   P&Z made a motion to recommend approval for Small Scale Amendment SSA#7-2025 – 1400 Elizabeth Avenue of the amendment to the Comprehensive Plan Future Land Use Map by changing the future land use designation from Low Density Residential to Medium Density Residential. Approved unanimously. January 7, 2026

3. Conditional Use Permits (CUP)

1. CUP# 9-2025 – Parcel ID#21-35-28-00-279 – P&Z made a motion to deny the Conditional Use Permit because it is a critical driveway both from the commerce side of the element but also from the concern the impact it adversely has on pedestrians and bicyclists. Motion to deny was approved with a 6-0 vote. January 21, 2026

2. CUP#9-2024 – Titusville Storage – P&Z made a motion to recommend approval as submitted. Approved with a 5 yes, 1 no vote. March 4, 2026

3. CUP#6-2025 – River Palms II – P&Z made a motion to recommend denial of Conditional Use Permit CUP#6-2025 – River Palms II. Member Fayson seconded. The reasons for the denial as follows: 1. 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. 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. 4. As result of the applicants' actions, the land to the north becomes non-conforming, which is unacceptable. Approved the denial unanimously. May 20, 2026

4. CUP#9-2025 – Parcel ID#21-35-28-00-279 – P&Z made a motion to table Conditional Use Permit CUP#9-2025, Parcel ID# 21-35-28-00-279 until the June 17, 2026 Planning and Zoning Commission meeting. Approved unanimously. June 3, 2026

5. CUP#9-2025 – Parcel ID#21-35-28-00-279 – P&Z made a motion to approve with the following three (3) conditions 1. Traffic study provided 2. Recorded cross-access easement 3. Trail-crossing safety plan be provided. Approved unanimously. June 17, 2026

4. Comprehensive Plan Amendment (CPA)

1. CPA#2-2025 – Gemini Lakes (Royal Oak) – P&Z made a motion to not approve the transmittal and direct staff to conduct a small area study to guide redevelopment of the area. Approved Unanimously. January 21, 2026

5. Rezoning (REZ)

1. REZ# 8-2025 – 317 Oleander Place – P&Z made a motion to recommend approval as submitted. Approved unanimously. March 4, 2026

   P&Z made a motion to recommend that City Council advise staff to investigate the issue of density as it relates to Section 34-347. – Nonconforming lots. Specifically, to ensure that if a lot is made non-conforming due to a density standard of a zoning district that the lot be eligible for the remedies of this section without the need for a variance. Approved unanimously. March 4, 2026

6. Right-of-Way (ROW)

1. ROW#4-2025 – Ziruth Avenue and Yale Street – P&Z made a motion to recommend approval of Right-Of Way ROW#4-2025 – Ziruth Avenue & Yale Street as presented with the staff recommended condition. Approved unanimously. February 4, 2026

2. ROW#1-2026 – Avenida Real – P&Z made a motion to recommend approval of Right-of-Way Vacation ROW#1-2026 – Avenida Real based on the following Findings of Facts; 1. The request is consistent with the comprehensive plan. 2. The request meets the review criteria established in Ordinance No. 49-2014. 3. None of the utility providers objected to the request. 4. Zoning goes to the center of the street, therefore not creating anymore M-1. Approved unanimously. May 6, 2026

7. Preliminary Plat

1. Christian Court Townhomes – Preliminary Plat – P&Z made a motion to recommend approval of the Christian Court Townhomes - Preliminary Plat as presented. A request was made to the applicant to explore and consider putting in a hammerhead turnaround on the

dead-end street that abuts tracts K and L or lots 43 and 42 on the provided preliminary plat. Approved unanimously. January 7, 2026

8. Development Agreement

1. DA#1-2025 Tranquility Development Agreement Fifth Amendment – P&Z made a motion to recommend denial. Approved unanimously. February 18, 2026

9. Comprehensive Plan Evaluation and Appraisal Report (EAR) – P&Z made a motion to recommend approval to City Council of the transmittal of the Comprehensive Plan Evaluation and Appraisal Report to the state. Approved unanimously. June 17, 2026

City of Titusville

"Gateway to Nature and Space"

REPORT

To:	Members of the City Council
From:	Thomas Abbate, City Manager
Subject:	**Titusville Social Services Ad Hoc Committee Recommendation Report**
Department/Office:	Neighborhood Services

Recommended Action:

Consider the Titusville Social Services Ad Hoc Committee Recommendation Report and provide advisability on the recommendations.

Summary Explanation & Background:

On February 10, 2026, City Council created a Titusville Social Services Ad Hoc Committee under Resolution 2-2026, and appointed members to said Committee.

As a result, the Ad Hoc Committee met between March and July 2026 to discuss, collect data, and formulate recommendations to address gaps identified by the public with regard to the services and recreational activities offered at the Harry T. Moore Social Services Center.

The Committee presents its recommendations to City Council in an effort to address the perception that the facility is underutilized, the lack of space for public use, and the lack of non-profit tenancy to provide services that can bridge the identified gaps noted in the Committee's recommendation report.

Highlights of the Committee's recommendation report are as follows:

I. Underutilization and Operations Recommendations

- **Downsize or eliminate City use of the facility**
- **Offer more flexible rental opportunities**
- **Utilize outdoor spaces**
- **Regain non-profit tenancy**
- **Outsource the management of the facility**

II. Tenancy

- **Create a robust targeted marketing campaign to regain interest in the facility**
- **Pursue separate, non-City entity, management and oversight of the services by a North Brevard non-profit**

III. Public Use

- **Review current Policy 2-12 to address costs and use limitations**
- **Create a mechanism to manage the facility for evening and/or weekend uses**
- **Expand community hours for sponsorship opportunities**

IV. Transportation

- **Increase public or private transportation programs through partnerships**
- **Provide information on various transportation options**

V. Other recommendation
The Committee recommends a grand-reopening and rebranding of the facility should the City pursue outsourcing

Staff has included historical information on the Harry T. Moore Social Service Center, historical data on services and usage, background and comments to each Committee recommendation under separate cover for informational purposes to assist Council in reviewing the recommendations.

Staff is seeking City Council's advisability on each recommendation as presented in the Titusville Social Services Ad Hoc Committee report. Based on Council's advisability and/or direction, additional information or analysis may be required for implementation.

Alternatives:
At City Council's discretion

Item Budgeted:
No

Source/Use of Funds/Budget Book Page:
Not applicable

Strategic Plan:
None
Social Services is a non-core function of the City

Strategic Plan Impact:
None

ATTACHMENTS:
1. AD HOC COMMITTEE RECOMMENDATION REPORT
2. STAFF INFORMATION ON RECOMMENDATIONS
3. Historical Actions and Background
4. Services and Usage Data Presentation
5. Resolution No. 2-2026
6. Property Deed

TITUSVILLE SOCIAL SERVICES AD HOC COMMITTEE
HARRY T. MOORE SOCIAL SERVICE CENTER
RECOMMENDATIONS TO CITY COUNCIL

The Social Services Ad Hoc Committee met from March 2026 to July 2026 to discuss, collect data, and formulate recommendations to address gaps identified by the public with regard to the services and recreational activities offered at the Harry T. Moore Social Service Center.

The below recommendations are the results of those conversations, collected data through public input, and Committee member insights.

The Committee presents these recommendations to City Council in an effort to address the perception that the facility is underutilized, the lack of space for public use, and the lack of non-profit tenancy to provide services that can bridge the identified gaps.

I. Underutilization and Operations
Through data collection, historical information, and public feedback, the Committee has identified, what it believes, is an underutilization of the facility. As a result, the Committee recommends that the City investigate reorganizing the operations of the facility to create more usable space for organizations, agencies, and other governmental agencies to offer more social and human services from the facility.

The Committee recommends the following actions be pursued by the City to address this deficiency:

1. Downsizing or eliminating City use of the facility.
2. Offering more flexible rental opportunities.
3. Utilization of outdoor spaces.
4. Official invitations to various organizations and agencies to regain tenancy (i.e., Social Security, Department of Children and Families, AARP, Legal Aide, and job training).
5. Outsourcing the management of the facility to a social services organization.

II. Tenancy
The Committee has identified a lack of occupancy at the facility post COVID.

The Committee recommends the following actions be pursued by a managing organization to address this deficiency:

1. Robust campaign to regain interest in the facility in the facility including marketing strategies and targeted outreach to community stakeholders.
2. Pursue separate, non-City entity, management and oversight of the services being offered at the facility by a North Brevard non-profit.

III. Public Use
Through data collection, historical information, and public input, the Committee has identified a desire for public use of the facility and its grounds. These uses should not be limited during normal operational hours and offered to the public for evening and weekend events or meetings. The availability of the facility and grounds for public use for such things as receptions, family

gatherings, celebrations, organizational meetings, prayer or religious meetings or gatherings, community gardens, farmer's markets, health screenings and services, memorial wall, and more should be welcomed and considered.

The Committee recommends the following actions be pursued by the City to address this deficiency:

1. Review current policy 2-12 to address costs and use limitations for the Harry T. Moore Social Service Center.
2. Create a mechanism to manage the facility for evening and/or weekend use.
3. Expand community dinner hours up to 7:00pm for sponsorships.

IV. Transportation

At the open forum public meeting, there was a consistent topic concerning the lack of transportation to services. While there seems to be available services at the Center and in proximity to the Center and city-wide, citizens are having a hard time getting to the services due to lack of transportation.

The Committee recommends the following actions be pursued by the City to address this issue:

1. Increase public or private transportation programs through partnerships.
2. Provide information on various transportation options.

V. Other recommendation - Grand Re-Opening

Should City Council pursue the Committee's recommendations under sections I.5 and II.3, the Committee recommends that a grand re-opening and rebranding of the facility be held to symbolically represent handing over the operations of the facility.

PUBLIC FEEDBACK RECORD

The following summary of public comments obtained at the Ad Hoc Committee open forum meeting on May 2026, are the basis for the Committee's recommendations:

D. Hobart
Better community outreach is needed and less social media. Distribution of flyers and event calendars are needed throughout the community, so people are informed of what services are available and when.

D. Bair
Not a lot of activity at the center. Suggest partnering with the Boys & Girls Club to offer more activities. Offer more healing events such as yoga, Ti Chi, and offer them in the morning and evenings to allow working parents and school-aged children to attend. Because the Gibson Center is hard to utilize, the Harry T. Moore Center could be another opportunity to create space for these types of activities.

L. Golden (representing the Concerned Citizens Group in attendance)
Comparing services or uses of the building prior to City offices occupying the building shows a decline in services due to lack of agencies. The center also used to have pastoral and church services before City use. A food pantry is needed back in the target area or transportation to food pantries is needed, a lot of residents are having to catch the bus or walk to food pantries, and the cost of gas is making it difficult to get there. Other uses should include Social Security and food stamps at least once a week as people are having to take the bus to these agencies, and not everyone has or can get a bus ticket.

D. Davis
The community had a vision of using the center for small events, and a place for the children to come participate in STEM programs and learn to read, as well as classes for senior citizens such as sewing. If the community residences don't have use of the building then what is the use of having it here in the neighborhood. The center should be available for use by the residents in the evening for special occasions or when other facilities are not available. The use of facility should be heard from those that live in the community, not outsiders or those that never use the facility. Those that live in the immediate community understand and know the history of the center and its uses, and know what services are needed. There should be help with social security and food stamp applications, and opportunities for more use by the community. The lack of use or participation is also because of the store next door; a lot of people do not want to come to the center because they are scared and fear for their lives because of the activities going on next door at the store. With the recent store closure, people want to come back and want to use the center for things.

S. Lincoln
The center lost a lot of its services due to the impacts of COVID and the no-contact policy, and relationships were lost and we never seemed to regain them. People got used to social distancing and it became the norm, and we need to get people to come back in person for services. The center should be staffed by those that care and that people feel comfortable with and are welcoming. The

center should be run by an agency that has all the connections and abilities. The biggest challenge is getting the information out into the community. The services are here but how do we connect the services and partnerships so the community can maneuver through the available services.

B. Pittman
Ideas should come from the community. The City and the Committee shouldn't make all the rules and regulations for the center; those in the community should have a say so.

K. Davis
Recommends creating invitations to agencies to create a hub at the facility. These agencies could come once a month on a rotating basis to help with such things as social security, Medicare, taxes, job training, skill training, etc. The outreach is good and the services are there, but we need to create a hub where these services can be centralized in the community.

C. Bell
Discussion in the community with groups and people included the need for more agencies to come into the center to help citizens complete forms to obtain various assistance and also help with basic things like how to dress for job interviews or how to complete a job application.

The official minutes from the Open Forum public meeting are available for a more in-depth account of the public comments.

TITUSVILLE SOCIAL SERVICES AD HOC COMMITTEE
RECOMMENDATIONS TO CITY COUNCIL
STAFF INFORMATION

I. Underutilization and Operations

Background – Staff comments:
Recommendation #1 – based on prior feedback from organizations and agencies, tenant office space was increased through reorganization and modernization of spaces to create co-share space and conference room. Staff is open to additional recommendations or advisability from City Council.

An operational and cost analysis would be required to determine feasibility and budgetary impacts should City Council want to pursue this recommendation.

Recommendation #2 – the City currently offers annual office space rentals and co-share spaces for non-profit organizations that desire to provide social and human services to citizens of Titusville. Current rental rate for an office space is $1200 annually, while a temporary co-share space is $25 per day. Staff is open to additional recommendations or advisability from City Council to address this recommendation.

Recommendation #3 – the grounds at the Harry T. Moore Social Service Center have historically been utilized for public events. However, there are no physical designated outdoor spaces or facilities identified. Parking is very limited, which creates a challenge for outdoor events or uses.

Staff is open to additional recommendations or advisability from City Council to address this recommendation. Based on City Council's direction or advisability, a cost analysis may be needed to determine operational and budgetary impacts.

Recommendation #4 – the Neighborhood Services Director has invited several organizations, including past tenants and those recommended by the Committee, through conversations, email invitations, written invitations, and at various community functions and events.

When the social services aspects of the City were outsourced, the contracted agency utilized all available spaces and offices for operations, which decreased rental space opportunities. Additionally, during the COVID pandemic, agencies consolidated operations and left the facility.

Staff is open to additional recommendations or advisability from City Council should Council want to pursue this recommendation.

Recommendation #5 – In 2016, to address City budgetary issues, the City issued a Request for Proposal that sought to engage a non-profit organization to continue the existing services being provided at the Center by the City as well as offer additional services. As a

result, the social services aspects of the Neighborhood Services Department was outsourced for a period of approximately five years. During this period, the City maintained control of the owned facility and its day-to-day operations and managed the agreement thereof.

An operational and cost analysis would be required to determine feasibility and budgetary impacts should City Council want to pursue this recommendation.

II. Tenancy

Background – Staff comments:

Recommendation #1 – in addition to on-going invitations and current media outputs, staff is open to other opportunities to address this recommendation and seeks advisability from City Council should Council want to pursue this recommendation. Current marketing strategies include Facebook, Newsletter, Talking Points, marque sign, bulletin board displays, targeted email invitations, and conversations.

Recommendation #2 – a feasibility study and costs analysis would be necessary to understand the impacts on City services, personnel, and financial operations should City Council want to pursue this option.

III. Public Use

Background – Staff comments:

Recommendation #1 – Policy 2-12 was amended in June 2026 to expand public uses of the Harry T. Moore Social Services Center, and established a process, fee schedule, and forms.

Prior to June 2026, Policy 2-12 prohibited the use of any City facility by private groups for meetings and did not contain criteria for public use thereof.

Further review of the policy and an operational costs analysis would be required should City Council desire to pursue this recommendation.

Recommendation #2 – Policy 2-12 provides opportunities for uses after normal operating hours. Staff is open to additional recommendations or advisability should City Council desire to pursue this recommendation.

Recommendation #3 – Historically, community meals have been provided through sponsorships, meaning provided by local agencies, organizations, and churches, and only when those sponsorships were provided. When meals were sponsored, they were served from 4-5pm. During the outsourcing phase of the facility, meals were served from 3-4pm. Currently, because there has been no sponsorships, the Neighborhood Services Department (City), has been providing meals directly once a month between 3-4pm.

A costs analysis to understand the feasibility and financial impacts on City operations and its budget would be required should City Council desire to pursue this recommendation.

IV. Transportation

Background – Staff comments:

Recommendation #1 – Inquiries and outreach have been made by City staff to create or expand partnerships with local organizations and agencies. Currently, the City partners with Brevard Alzheimer's for a transportation program serving the elderly and disabled. However, staff is open to recommendations or advisability from City Council should Council desire to pursue this recommendation.

Recommendation #2 – the Harry T. Moore Social Service Center currently maintains a Resource Center and Guide that offers information on available services within the community, including transportation options. Staff is open to additional recommendations or advisability from City Council should Council desire to pursue other methods concerning this recommendation.

V. Other recommendation - Grand Re-Opening

Staff comments:

Staff seeks advisability from City Council should Council desire to pursue this future recommendation.

HARRY T. MOORE SOCIAL SERVICE CENTER
HISTORICAL ACTIONS AND BACKGROUND

- **July 7, 1972** report to City Council outlining a social service center as a top priority capital improvement for FY1973 based on City Council and citizen input. The center was to be recreational oriented; however, interests was now focused on social services due to the operational challenges of the Palmetto Neighborhood Center near Brown Avenue.

  A Social Service Center would function as a mechanism for coordinating information-rereferral activities and the delivery of a wide range of health, rehabilitative, education, and employment services. It would serve as a funnel for those organizations who offer service to those who need the service.

  Background of the Palmetto Neighborhood Center was included in the report.

- **September 12, 1972** report to City Council from City Manager requesting approval for a "New Poor" program in anticipation of lay offs at the Kennedy Space Center due to the ending of the Apollo program, and securing federal assistance for the new program in conjunction with the Brevard County Community Action Agency at the Palmetto Neighborhood Center.

- **June 20, 1973** report to City Council concerning alternative means of securing a facility of social services with estimates of costs for lease, repairs, and operations.

- **August 22, 1973** report to City Council concerning the need to establish a department of social services to meet the social needs of the community.

  The new department primary responsibilities will be to coordinate and provide administrative and operational support for the various social agencies in the county and to have control over the use of the center itself. It was noted that since the City owns the center and funds the operations, it is in the best interest, from a control standpoint, for the center employees to be City employees. A description of the new department was included as well as a list of current organizations providing services. A Resolution was adopted creating the department of Social Services to provide administrative support for social services in Titusville.

- **November 7, 1973** report to City Council outlines the basic design concepts for the new social service center which can serve a variety of uses to include office space for lease, counseling rooms, meeting rooms, kitchen facilities, and storage. General community needs require open areas for meeting space and other group activities.

- **August 22, 1974** report to City Council to review construction cost and future estimated operational and maintenance expenses.

- **November 2, 1977** Application for Public Use in R-2 zone filed. Application request post facto approval for the social service center in a R-2 zoning that was overlooked during the

planning stages to avoid any future problems that may occur as a result of the oversight. Approved by City Council 11/22/77.

- **January 3, 1995** memo from Interim City Manager [Finance Director] to Mayor and Council recommending to not fill vacant staffing positions as a result of retirements (two of three staff members) and obtain a temporary consultant [Coordinator] on a contract basis until a final decision is made regarding operations and staffing.

Sometime in the early 1980's a "Human Relations Commission" was formed by the City. Based on meeting records, this Commission met at the HTMC to discuss areas in the community which might be problem areas. Issues such as empty stores, shelter for abandoned children, too many empty houses, teen center, minority representation on City Council, lighting and street signs, Section 8 housing, to name a few were listed in the Commissions meeting agenda on December 4, 1985. There appeared to be eight members appointed to the Commission.

No further research was conducted.

TITUSVILLE SOCIAL SERVICES AD HOC COMMITTEE KICK OFF **MEETING**

AGENDA

Sunshine Law- City Attorney

Social Services Center Background

Historical Operations and Current Data

SOCIAL SERVICE CENTER DEFINED

INFORMATION-REFERRAL COORDINATION

Neighborhood service centers have long been recognized as functional and highly effective mechanisms for coordinating information-referral activities and the delivery of a wide range of services

- Data reveals that an information-referral system when designed around health, rehabilitative, education, and employment services lifts underserved areas.
- Built around concepts of self-help, love for neighbors, and basic notion that a "community" is no stronger than the health and welfare of all its people.
- Serves as a vital link between agencies who can provide and the people who need.

HTMC
HISTORY

LOOKING BACK

TITUSVILLE SOCIAL SERVICE CENTER

July 1971
Property donated by the County. City Seeks grant.

July 1972
Social Service Center top capital improvement project

August 1973
Social Service Department established by City

1974
Construction complete and dedication

Department primary responsibilities:

- Coordinate and provide administrative and operational support for the various social agencies at the Center
- Coordinate information-referral activities
- Funnel information
- Vital link between the agencies who can provide and the people who need.

TITUSVILLE SOCIAL SERVICE CENTER

1975
Community Development Department created for grant

Center to be operated by City

1990
Cost analysis performed.
Recommendations for rent

2000
Housing & Community Development department relocates to Center

2007
Social Services and Housing Departments merge

Neighborhood Services Department created

Includes Social Services, Housing, and Code Enforcement

COMMUNITY GAP ANALYSIS, PETITIONS AND SURVEYS

2007	Brevard County PSN Community Solutions Task Force
	North Brevard Coalition of Human Services GAP Analysis
	Petition from North Brevard Ministries Alliance and surveys
	Letter of concerns Q&A Concerned Citizens

CITY SURVEYS

- *2020 Community Survey (mailed)*
- *2014 HTMC drop box survey*
- *2025 HTMC counter survey*

TENANCY
2004-2013

- Space Coast Center for Independent Living
- Early Learning Coalition
- Consumer Credit
- Crosswinds
- Family Counseling Center
- Community Services Council (RSVP)
- State Attorney
- Habitat for Humanity
- Women's Center
- Fair Housing

2012 – Notice to tenants that City has opportunity to become the location of the Florida Wildflower Center requiring reorganization of office space.

2012-2013 – Notice to tenants that City employees will be furloughed two days per week and center operation hours will be reduced as a result

TENANCY
2014-2019 [PRE-COVID]

CITY OPERATIONS

2014
Eckerd
Family Counseling
Senior Care Brevard

2015
AARP
Hope for North Brevard
S&T Health
Salvation Army
SMILE

2016
AARP
Hope for North Brevard
Brevard AIDS
Eckerd

OUTSOURCED - NBC

2017
Hope for North Brevard
Brevard AIDS
Eckerd

2018
Hope for North Brevard

2019
Hope for North Brevard
Sickle Cell Association

TENANCY
COVID/POST-COVID

OUTSOURCED – NBC

2020
Hope for North Brevard

2021
Hope for North Brevard

2022
Hope for North Brevard
Community of Hope

CITY OPERATIONS

2023 - 2026
Hope for North Brevard
Community of Hope

11

CURRENT SERVICES

- Free copy service
- Free fax services
- Free Notary service
- Assistance with completing documents for assistance i.e. food stamps, social security, etc.
- Free community meal service
- Resource Center (information and referrals)
- Free resource fairs, instructional workshops, etc.
- Lease opportunities for non-profit service providers
- Tenant Services – Hope for North Brevard; Community of Hope

OFFERED SOCIAL-RECREATIONAL EVENTS 2023-2026

- Game On [2nd & 4th Monday]
- BINGO [4th Wednesday]
- Artistic Expressions– ART Activity
- Movie & Popcorn
- Puzzle Palooza
- Good Friday Eggstravaganza
- Summer Fun Day
- Back to School Bash
- Monster Mash Bash
- Father's Day Brunch
- Mother's Day Breakfast

HISTORICAL SERVICES DATA

YEAR	2011	2012	2013	2014	2015	2016	2017*
Bread Program	1836	1116	2103	2444	3089	1439	566
Community Meal (sponsors)	2674	2569	1701	1674	3593	1602	1141
Daily Clients	2597	2167	2100	2526	4256	2917	2411

CURRENT SERVICES ANALYSIS

Served	2024	2025
Social-Recreational Events	84	28
Daily Clients (fax, copies, notaries)	2060	1301
Community Meals*	1363	559

OFFERED	2024	2025
Events	26	10
Community Meals	29	13

*2024 meals twice a month vs. 2025 once a month

CHALLENGES

- Lack of participation
- Budget restraints
- Lack of Service Providers
- Lack of Meal Sponsors

RESOURCE FAIR ANALYSIS

ORGANIZATION	# PARTICIPANTS
211 Brevard	35
ATW Independent Living Services	17
Brevard County Housing & Human Services	48
Brevard Prevention Coalition	38
Bridge the Gap Ministries	46
Circles of Care	40
Community of Hope	39
Complimentary Contraception	46
Crosswinds Youth Services	10
First United Methodist Church	43
Grandparents Raising Grandchildren	46

ORGANIZATION	# PARTICIPANTS
Lifetime Counseling Center	47
National Coalition for Homeless Veterans	40
North Brevard Charities	47
Parrish Healthcare	37
Recovery Connections	31
Serene Harbor	46
St. Francis Hospice	42
Code Enforcement	49
Titusville Public Library	38
Unconditional Love	49
Women's Center – Titusville	35
Hope for North Brevard	43

IDENTIFY SERVICES & **GAPS**

COMMUNITY RESOURCES

Community Resources list maintain on the Neighborhood Services City webpage at

https://www.titusville.com/2803/Community-Resources

Hard copies provided in the Resource Center

RECOMMENDATIONS TO FILL IDENTIFIED GAPS

- Identify Gaps
- Address Needs
- Offer Solutions

1. Service enhancements
2. Providers
3. Collaborative partnerships
4. Other

THANK YOU

NEIGHBORHOOD SERVICES

neighborhoodservices@titusville.com

www.titusville.com

RESOLUTION NO. 2-2026

A RESOLUTION APPOINTING A TEMPORARY CITIZEN AD HOC COMMITTEE KNOWN AS THE TITUSVILLE SOCIAL SERVICES AD HOC COMMITTEE APPLICABLE TO THE SOCIAL-RECREATIONAL SERVICES AT THE HARRY T. MOORE SOCIAL SERVICE CENTER, 725 S. DE LEON AVENUE, AND CONSISTENT WITH THE ADOPTED TITUSVILLE SOCIAL SERVICES AD HOC GUIDELINES, AS AMENDED, FOR AN EFFECTIVE DATE.

WHEREAS, the Deed dated January 14, 1971, recorded in OR Book 1161, Page 976 between the Board of County Commissioners of Brevard County and the City of Titusville, Florida, stipulates that the property located at 725 S. De Leon Avenue known as the Harry T. Moore Social Service Center, shall be used for recreation and park purposes or for a social service-recreational community center only.

WHEREAS, the City of Titusville Code of Ordinances, Section 2.51. provides for the creation of temporary or special committee memberships and appointments by City Council, and

WHEREAS, on September 9, 2025, City Council proposed the establishment of temporary Ad Hoc committee for the purpose of discussing the operations and services of the Harry T. Moore Social Service Center to address specific community needs and gaps, and

WHEREAS, on September 23, 2025, City Council adopted the Titusville Social Services Ad Hoc committee guidelines establishing the committee's deliverables identified therein, and

WHEREAS, City Council finds that the Titusville Social Services Ad Hoc committee guidelines are approved to reflect the current composition of the committee members contained herein, and

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Titusville, Florida:

Section I: That the following individuals be appointed to the Titusville Social Services Ad Hoc committee:

Dr. Gina Beckles, Chairperson
Kimberly Brooks
Cynthia Dennison
Nancy Oliver
Reva Watson
Pierre Zidor
William Gary
Susan Pender
Christina Stokes
Monifa Watson
Erica Davis

Section II: That the Ad Hoc committee will provide a report to City Council upon conclusion of the Ad Hoc assignment on identified service gaps and recommendations to bridge those gaps.

Section III: That this resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 10 day of February 2026.

Andrew Connors, Mayor

Attest:

Wanda F. Wells, City Clerk

CITY OF TITUSVILLE
HARRY T MOORE SOCIAL SERVICE CENTER (HTMC)
TEMPORARY AD HOC COMMITTEE

INTENT

The City will convene an Ad Hoc Committee (herein known as the Titusville Social Services Committee) for the purpose of discussing the operations and services of the Harry T. Moore Social Service Center and address specific community needs and gaps.

Citizens play a vital role in our community by providing input on services that exist and gaps where they do not. The intent of the Committee will be to provide staff with insight and recommendations on identifying existing services available, critical service gaps, and providing recommendations for any adjustments needed to services and activities offered at the Harry T. Moore Social Service Center that can be reasonably achieved.

OBJECTIVES

The Committee will meet once a month for a period of at least six months in the Community Room at the Harry T. Moore Social Service Center on the third Wednesday of the month. Meetings will be scheduled for one hour but may be extended to two hours. Meetings are scheduled to start at 5:30pm but are subject to change by the Committee.

The Committee shall consist of at least seven (7) members appointed by City Council from the pool of applications received. The Committee shall not exceed eleven (11) members.

The Committee shall have a majority composition of applicants who are current or potential "end-users" of the social service systems within Brevard County, or those that have utilized services at the Harry T. Moore Social Service Center. Members shall reside within the city limits of Titusville. At least 51% of the appointed members shall reside within one of the identified target areas on the attached map Exhibit A. The remaining appointed members can be at large from within the city limits.

DELIVERABLES

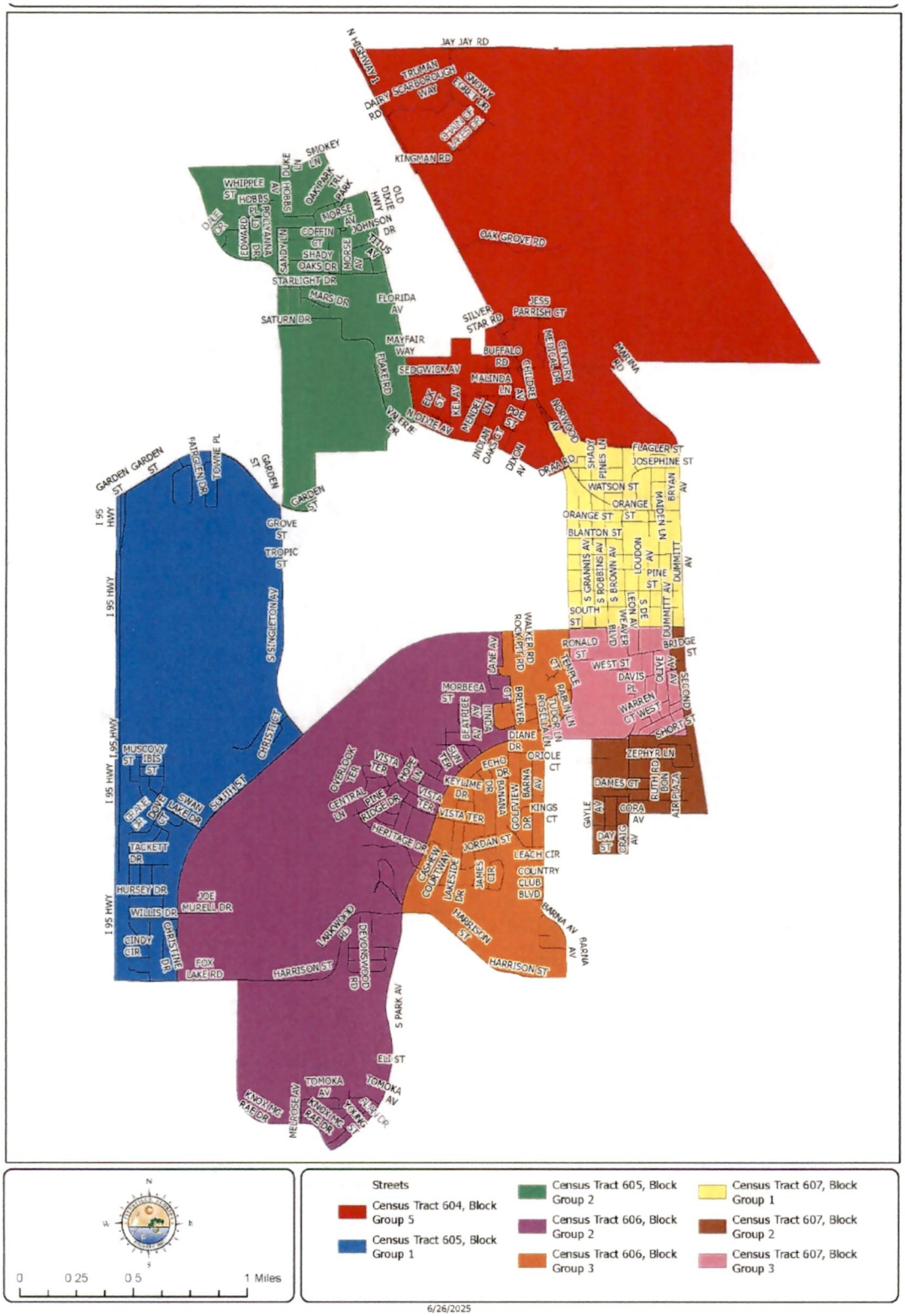
The Committee's identified service gaps will be consolidated into a report to City Council and provide recommendations to bridge those gaps. The Committee's report will be made available to non-profit service agencies serving Titusville and throughout Brevard County. This will inform these agencies of the identified needs and gaps from a community's perspective. Non-profit service agency's will be invited to establish or re-establish a satellite office at the Harry T. Moore Social Services Center in effort to address the identified gaps.

The Neighborhood Services Department will assist the Committee and provide supportive staff for scheduling meetings, taking notes or minutes, and drafting a report with recommendations to City Council, where requested.

Ad Hoc application [Exhibit B] will be made available at the Harry T. Moore Social Service Center and City Hall.

Amended 2/10/2026

EXHIBIT A


JAY JAY RD
KINGMAN RD
OAK GROVE RD
SILVER STAR RD
JESS PARRISH CT
BUFFALO RD
MAYFAIR WAY
SEDGWICK AV
FLORIDA AV
SATURN DR
MARS DR
STARLIGHT DR
SHADY OAKS DR
COFFIN CT
WHIPPLE ST
MOBBS PL
EDWARD ST
DALE DR
SMOKEY LN
OAKPARK TRL
MORSE AV
JOHNSON DR
VITUS AV
OLD DIXIE HWY
FLAGLER ST
JOSEPHINE ST
WATSON ST
ORANGE ST
BLANTON ST
PINE ST
SOUTH ST
RONALD ST
WEST ST
DAVIS PL
WARREN CT
SHORT ST
BRIDGE ST
OLIVE AV
SECOND ST
ZEPHYR LN
DAMES CT
CORA AV
GAYLE AV
DAY ST
GRAIG AV
AIRPLAZA
RUTH RD
DON
DIANE DR
ORIOLE CT
KINGS CT
LEACH CIR
COUNTRY CLUB BLVD
BARMA AV
HARRISON ST
JORDAN ST
HERITAGE DR
KEYLIME DR
BANANA
PAPAYA
VISTA TER
OVERLOOK TER
CENTRAL LN
PINE RIDGE DR
CASHEW
COCONUT WAY
LAKESIDE DR
JAMES CIR
MORBECA ST
BEATRICE AV
VONA
BREWER CT
LATE AV
ROCKPIT RD
WALKER RD
TEMPLE CT
ROSELIA LN
TUDOR LN
PARLIN LN
S GRANNIS AV
S ROBBINS AV
S BROWN AV
LOUDON AV
DUMMITT AV
LEDFORD WAY
S SE BLVD
MADLEN LN
BRYAN AV
GARDEN ST
FAIRGREEN DR
TOWNE PL
GROVE ST
TROPIC ST
S SINGLETON AV
CHRIST ST
SOUTH ST
MUSCOVY ST
IBIS ST
SWAN LAKE DR
TACKETT DR
HURSEY DR
WILLIS DR
JOE MURELL DR
CINDY CIR
CHRISTINE DR
FOX LAKE RD
HARRISON ST
LOCKWOOD RD
REYNOLDS RD
S PARK AV
ELI ST
TOMOKA AV
KNOXVILLE DR
NEWPORT CT
NEWPORT DR
NEWPORT LOOP
NEWPORT CT
NEWPORT DR
NEWPORT LOOP
NEWPORT CT
NEWPORT DR
NEWPORT LOOP

CC:

Terrie Franklin
Wanda Wells

SOCIAL SERVICES CENTER
ATTACHMENT NO. 10

OFFICIAL RECORDS 1161 PAGE 976

DEED

THIS DEED, made this 14th day of January, 1971, by THE BORAD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, party of the first part, and THE CITY OF TITUSVILLE, FLORIDA, party of the second part,

WITNESSETH that the said party of the first part, for and in consideration of the sum of $10.00 to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its assigns forever, the following described land lying and being in Brevard County, Florida:

Lots Seventy-six (76), Seventy-seven (77), Seventy-eight (78), Eighty-five (85), Eighty-six (86) and Eighty-seven (87) in Joynerville, an addition to Titusville, in Section Three (3), Township Twenty-two (22) South, Range Thirty-five (35) East, as recorded in Plat Book 1, pages 132 and 133, Public Records of Brevard County, Florida.

The above described property shall be used for recreation and park purposes or for a social service-recreation community center only and in the event the property is not used for said purposes or is abandoned or discontinued or is used for any other purpose then the title to and right of possession of said property shall be immediately terminated and the title shall automatically revert to Brevard County.

IN WITHESS WHEREOF the said party of the first part has caused these presents to be executed in its name by the Chairman or Vice Chairman the day and year aforesaid.

THE BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By [signature]
Hugh M. Evans, Chairman

ATTEST:

Curtis R Barnes
Curtis R. Barnes, Clerk of the Circuit Court

(SEAL)

1971 FEB 15 AM 8 57
720942
CLERK CIRCUIT COURT

STATE OF FLORIDA)
) ss:
COUNTY OF BREVARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Hugh M. Evans, Chairman, and Curtis R. Barnes, Clerk, of the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, and they severally acknowledged before me that they executed the foregoing Deed in such capacities.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of January, 1971.

[signature]
Notary Public, State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 17, 1973
BONDED THRU FRED W. DIESTELHORST

THIS INSTRUMENT PREPARED BY:
ROBERT L. NABORS
GOSHORN, STANLEY, NABORS & MILLER, P.A.
150 TAYLOR STREET P. O. BOX 157
TITUSVILLE, FLORIDA 32780

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Employment Agreement for the City Auditor**

Department/Office: City Manager

Recommended Action:
Approve the employment agreement for the City Auditor.

Summary Explanation & Background:
The proposed employment agreement outlines the terms and conditions of employment for the City Auditor.

Alternatives:
Do not approve

Item Budgeted:
Yes

Source/Use of Funds/Budget Book Page:
001-0301- Personnel Services Administration City Manager

Strategic Plan:
Goal 3: Financial Stability

Strategic Plan Impact:
The City Auditor is hired by the City Council to provide annual and as requested audits of the City.

ATTACHMENTS:
1. City Auditor Employment Agreement

CITY AUDITOR
EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____, 2026, by and between the **CITY OF TITUSVILLE,** State of Florida, a municipal corporation, hereinafter referred to as "City" and **AMELIA ROBINSON**, hereinafter referred to as "Employee".

WITNESSETH

WHEREAS, on March 10, 2026 the City Council directed staff to transition th e City's Internal Auditor to a charter position reporting directly to the City Manager.

WHEREAS, the City desires to employ the services of the Employee as City Auditor as established by the Charter of the City of Titusville, Section 15; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as City Auditor.

Section 1. **Appointment, Duties and Responsibilities.**

A. **Appointment and Reporting**. The City Auditor shall be appointed and removed by the City Council; the Auditor shall report to the City Manager. The City Council will have full and direct access to the City Auditor. The City Auditor shall be available to meet with Council as reasonably requested and upon reasonable notice given, however such communication shall not constitute direction of audit work.

B**. Duties and Responsibilities.** The City Auditor shall serve as a citywide independent and objective assurance and consulting function for the City, established to evaluate and improve the effectiveness of risk management, internal controls, governance processes, and compliance with applicable laws, policies, and procedures in accordance with applicable professional auditing standards.

The City Auditor's duties and responsibilities shall be further described in the official job description maintained by the Human Resources Department; however, no modification to such job description shall limit, impair, or conflict with the authority, independence, access, or responsibilities of the City Auditor as established by ordinance, resolution, charter, this agreement, or applicable professional auditing standards.

Section 2. **Term.**

A. The term of this agreement and Employee's employment shall begin August 10, 2026 and remain in effect through an indefinite term.

B. The Employee may be terminated from her position of employment at the will of the City Council and in accordance with the terms and provisions of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position with the City, subject only to the provision set forth in Section 3.C. of this Agreement.

Section 3. **Termination and Severance Pay.**

A. **Without Cause:** In the event Employee is terminated by the City during such time that Employee is willing and able to perform the duties of City Auditor, the City agrees to provide 30 calendar days written notice and pay Employee a lump sum cash payment as of the date of termination four (4) weeks of her annual base salary. Said severance pay is payable only upon Employee executing a full general release of any and all claims against the City associated with her employment. There shall be no interference with or retaliation against the Employee as per the City's Personnel Policy. Any violation shall constitute a material breach of this Agreement. If termination results from retaliation, it shall be deemed without cause, entitling the Employee to full severance.

B. **With Cause:** In the event the Employee is terminated because of any of the following, then, in that event, the City shall have no obligation to pay the severance sum designated in paragraph A, above. The Employee shall only receive compensation for her unused vacation and sick leave accrued though the termination date.

(1) Conviction by a Court of Competent Jurisdiction of any offense classified as a felony;
(2) Conviction by a Court of Competent Jurisdiction of a misdemeanor involving an act of moral turpitude;
(3) Any act of misfeasance, malfeasance or nonfeasance, in relation to the duties or responsibilities of her employment;
(4) A finding of a violation of the Florida Ethics Laws by the Florida Ethics Commission; or
(5) Any unlawful act which was intended to inure a personal gain to Employee in derogation to her duties with the City.

C. In the event the City at any time during the employment term, reduces the salary or other financial benefits of the Employee in a greater percentage than an applicable across-the-board reduction for all City employees, or in the event the City refuses, following written notice, to comply with any other provision benefiting Employee herein, then in that event, Employee may, at her option, be deemed that she has been "terminated" as of the date of such reduction or such refusal to comply with any of the provisions benefiting the Employee and will receive severance pay as outlined in 3.A. of this Agreement.

D. In the event Employee voluntarily resigns her position with the City, then Employee shall give the City thirty (30) days' notice, in advance, unless the parties agree otherwise.

Section 4. **Salary.**

A. City agrees to pay Employee for her services an annual base salary of $130,000.00 retroactive to June 15, 2026 payable in installments at the same time as other employees of the City are paid. The City Council agrees to annually evaluate the Employee's salary and to annually adjust the salary consistent with Department heads of the City or to such amount as the City and Employee may agree.

B. The City Council shall review and evaluate the performance of the Employee once annually, at the same time and in the same manner as it reviews and evaluates the City Manager and City Attorney. The City Auditor's Performance Evaluation form to be developed.

Section 5. **Hours of Work.**

It is recognized that the Employee must devote a great deal of her time outside normal office hours to business of the City, and to that end, Employee will be allowed to take compensatory time off as she shall deem appropriate during said normal office hours.

Section 6. **Automobile Allowance and Expense.**

The City will pay $300.00 automobile allowance per month to the Employee. The City agrees to reimburse the Employee for mileage associated with business of the City pursuant to the City's Travel Reimbursement Policy for travelers receiving a car allowance.

Section 7. **Disability.**

If Employee is permanently disabled or is otherwise unable to perform her duties because of a serious health condition, the Employee will be entitled to the benefits under the Family and Medical Leave provisions outlined in the City's Personnel Policies.

Section 8. **Professional Development.**

A. The City hereby agrees to budget and to pay the travel and subsistence expenses of Employee for professional and official travel or meetings, and occasions adequate to maintain the professional development of the Employee, in accordance with City policy.

B. The City also agrees to budget and to pay for the travel and subsistence expenses of Employee for professional certifications, courses, institutes, and

seminars necessary to maintain the continuing education requirements or that are necessary for her professional development and for the good of the City as determined by Employee and which are included within the City Manager's Office Department's budget.

C. The City also agrees to budget and pay for the professional dues and subscriptions of Employee necessary for her continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for her continued professional participation, growth and advancement.

Section 9. **General Expenses.**

The City recognizes that certain expenses of a non-personal and general job affiliated nature are incurred by the Employee, budgeted by the City, and the City hereby agrees to reimburse or to pay said general expenses, and the Finance Director is hereby authorized to reimburse such monies upon receipt of duly executed expense or employee reimbursement form, receipts, statements or personal affidavits.

Section 10. **Vacation, Sick, Military Leave, and Other Benefits.**

A. The Employee shall accrue vacation and sick leave in accordance with the Executive Leadership time accruals provided to other general employees of the City, including 40 hours per year administrative leave.

B. The City agrees to provide group medical/dental insurance, life insurance, and any and all other benefits programs for the Employee and her dependents on the same basis as provided other general City employees or department heads.

C. The Employee shall be entitled to such other fringe benefits as other general employees of the City during her employment and upon termination, including payment for leave benefits in accordance with the City Personnel Policies.

D. The Employee will be provided a cellular telephone to use in the conduct of official business.

E. The Employee shall be entitled to such other fringe benefits as other employees of the City during her employment and upon termination.

Section 11. **Retirement/Pension.**

The City agrees to contribute to the General Employee's Pension Plan for the Employee an amount equal to that contributed for general employees and will be entitled to such benefits as are available under the City's General Employee's Pension Plan and the City Council shall provide funding of such benefits. The Employee's original employment date of February 17, 2017 shall be recognized for purposes of participation in the General Employees' Pension Plan, and the Employee shall maintain all credited years of service

associated with that date for pension eligibility, vesting, and benefit calculation purposes. In the event the Employee is terminated by the City or resigns prior to becoming vested, all amounts paid by the Employee into the Pension Plan will be repaid to the Employee at the time of termination or resignation.

Section 12. **Independence and Authority.**

The Employee shall maintain independence from administrative/operational influence, have unrestricted access upon request to all records, personnel, and systems, and determine audit scope, procedures, and reporting without interference.

Section 13. **Conflict of Interest.**

The Employee will not during her employment with the City engage in any outside employment that would conflict with her duties as City Auditor.

Section 14. **Indemnification.**

The City herein agrees to indemnify and hold harmless the Employee for any claims that may arise out of the Employee's employment with the City provided the Employee is acting within the scope, terms and conditions of her employment. The City agrees that in the event any complaint is filed against the Employee with the State of Florida Commission on Ethics, to pay the employee's attorney's fees and costs for outside counsel in defending said complaint, provided Employee is Not Guilty or that No Probable Cause is found to exist. The Employee shall pay the initial cost of defending himself against any complaint and the City will be required to reimburse Employee only upon a finding of No Probable Cause or a finding of Not Guilty.

Section 15. **Other Terms and Conditions of Employment.**

The City Council shall affix any such other terms and conditions employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter or any other law.

Section 16. **General Provisions.**

A. The text herein shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. If any provision or any portion thereof, contained in this

Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

D. The provisions of this Agreement shall be interpreted in accordance with the provisions of *Chapter 63-2001, Law of Florida, Special Acts of 1963 (City Charter)* and applicable law.

E. At the City's discretion, the City agrees to provide sufficient, reasonable, and appropriate administrative support personnel and services, office space, electronic resources, fixtures, furnishings, and supplies commensurate with Employee's role as City Auditor.

IN WITNESS WHEREOF, the City of Titusville has caused this Agreement to be signed and executed in its behalf by the Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF TITUSVILLE, FLORIDA

BY:_____
ANDREW CONNORS, MAYOR

ATTEST:

_____
WANDA WELLS, CITY CLERK

_____
AMELIA ROBINSON
Employee

_____
Witness as to Employee

_____
Witness as to Employee

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Code Enforcement Lien Reduction Request - 508 Lucky Street**

Department/Office: Code Enforcement

Recommended Action:

Approve the Special Magistrate's recommendation for a code enforcement lien reduction to the amount of $1,000 plus $4,651.01 in City cost for a total of $5,651.01 and payable to the City of Titusville within 90 days. This action is for the property located at 508 Lucky Street. The Magistrate has based his findings on the requirements of City Code Section 31-71(g).

Summary Explanation & Background:

This case was originally heard on August 13, 2007. The respondent, Daisy Mitchell, did not attend the meeting. The respondent was given until September 5, 2007, to correct the violations on the property:

If compliance is not achieved, a fine in the amount of $25.00 per day per violation commences on September 5, 2007, and continues daily until the violation is corrected, and a lien is imposed. Administrative costs in the amount of $384.32 was also imposed.

On September 5, 2007, Massey Hearing testimony was presented by the City showing the respondent had failed to correct violations of Sec. 12-23A Junk and Debris**,** and Sec. 13-26 overgrowth on or before September 5, 2007. The respondent, Daisy Mitchell, did not attend the meeting. Fines were imposed in the amount of $50.00 per day per violation starting on September 5, 2007, continuing daily until the violations are corrected. Administrative costs were also imposed at $198.97.

On April 8, 2019. The respondent, Pertrade KFT, did not attend the meeting. The respondent was given until May 8, 2019, to correct the violations on the property,

On May 13, 2019, Massey Hearing testimony was presented by the City showing the respondent had failed to correct violations of Sec. IPMC 108.1.5 Dangerous Structure, Sec. 12-23A Junk and Debris**,** and Sec. 13-26 overgrowth on or before May 8, 2019. The respondent, Daisy Mitchell, did not attend the meeting. Fines were imposed in the amount of $150.00 per day per violation starting on April 16, 2019, continuing daily until

the violations are corrected. Administrative costs were also imposed at $81.94.

On July 23, 2019, at the Regular City Council meeting, item 9D authorized the demolition of the structure located at 508 Lucky Street. The structure was removed and on February 25, 2020, at the City Council meeting, Resolution 10-2020 set forth a special assessment imposing a method of payment for the removal of the structure.

On June 2, 2025, the property achieved compliance and was verified by Code Officer Jim Flannigan. The total daily fine accrued is $154,500 and the City's cost of $4,651.01 for a total of $159,151.01. The applicant is requesting a reduction in the amount of $154,500.00.

On May 30, 2025, the Code Enforcement Department received an application for a lien reduction from Bianca Bland, owner. The application is presented in accordance with Titusville Code of Ordinances Section 31-71 for the Special Magistrates' consideration.

On July 25, 2025 Mr. Burse acknowledged receipt of notice of hearing.

The Lien reduction was denied by the Magistrate at the August 11, 2025 Hearing. The applicant did not show up for the hearing.

This property was purchased by 1019 LLC on April 18, 2023 which Bianca Bland was listed as the CEO of the LLC
The property was then Quit claimed from 1019 LLC to Bianca Bland on September 22, 2023
This property was then Quit claimed form Bianca Bland to Bianca Bland & Derrick Bland on December 21, 2023
This property was then Quit claimed from Bianca and Derrick Bland to just Bianca Bland on September 27, 2024.

An application for new construction of a single family house was applied for on August 30, 2023. The house was built and a final inspection was done on October 16, 2024.

On March 17, 2026, the Code Enforcement Department received an application for a lien reduction from Bianca Bland, owner. The application is presented in accordance with Titusville Code of Ordinances Section 31-71 for the Special Magistrates' consideration.

The total daily fines accrued is $154,500.00 including demolition of the structure, lot cleaning and administrative costs totaling $4,651.01 for a total of $159,151.01. The Applicant is requesting a reduction in the amount of $154.500.00.

At the July 13, 2026, meeting, Special Magistrate Don Nguyen heard the request for reduction, and the owner was present at the hearing. After reviewing the request, Special Magistrate Nguyen recommended a reduction of the fine amount to $1000 plus

the City cost of $4,651.01.

Alternatives:
1. Approve modified amount.
2. Do not approve the lien request.

Item Budgeted:
N/A

Source/Use of Funds/Budget Book Page:
N/A

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:
1. 508 LUCKY ST LIEN REDUCTION APPLICATION
2. 508 LUCKY ST PAYOFF 2026
3. July 17 26 SM order
4. Photo1
5. Photo 2
6. Current
7. Lien Reduction Request (4)
8. 508 Lucky Street Payoff (2)
9. 2007 Code Board order imposing fine and lien (1)
10. 2019 Code Board order imposing fine and lien (2)
11. 508 Lucky 2 Before (2)
12. 508 Lucky 2 Before (1)
13. Demo compliance (1)
14. October 4 2024 QC
15. December 21 2023 QC
16. September 22 2023 QC
17. April 18 2023 QC
18. 1019 LLC
19. Resolution 10-2020
20. Resolution 38-2019

CITY OF TITUSVILLE CODE ENFORCEMENT

LIEN REDUCTION APPLICATION

Name & Address of Owner Bianca Burse

Telephone Number(s) of Owner 321-271-9703 **Homestead?** ____ yes ✓ no *If yes,* submit proof of residency at homestead address.

Code Enforcement Property Address 508 Lucky st. **Date of Compliance** 12/21/23

Amount of lien reduction requested $ 154,500.00 *All administrative costs, and any costs of enforcement, repair or to secure a structure that are incurred by the City shall not be reduced or waived.*

Pursuant to Titusville Code Sec. 31-71 (g): If there are no other outstanding monies owed to the City, and if the Code Enforcement Department confirms that the subject code violation(s) has been brought into compliance and there are no current code violations on the property, the application shall be placed on the agenda for the Special Magistrate's consideration. The Special Magistrate shall consider a reduction of the lien amount based upon the factors below and make a recommendation for Council's approval:

(a) The gravity of the violation;
(b) The actions taken by the Applicant to correct the violations and the time in which it took to bring the property into compliance;
(c) The accrued amount of the code enforcement fine or lien compared to the market value of the property;
(d) Any previous or subsequent code violations committed by the Applicant;
(e) The Applicant's prior knowledge of the lien;
(f) Any financial hardship;
(g) Whether the property has a homestead exemption; and
(h) Any other mitigating circumstances which may warrant the reduction of the lien.

Describe the factual basis upon which the reduction of the lien should be granted. Please include an explanation regarding why the violation was not corrected upon issuance of the initial Notice of Violation (include additional sheets and documentation as necessary).

I was unaware that there were liens on the property. It was only after my husbands passing that I became aware since his passing. We have owned the property for several years and built a home suitable for occupancy. Since we've owned the property it has stayed in compliance. Im asking for a reduction

Owners Signature [signature] **Date of Application** 3/4/26

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of March, 2026, by Bianca Burse, who is/are personally known to me or who has/have produced FL DL as identification.

WITNESS my hand and official seal in the county and state aforesaid

LAURA LEE PRICE
Commission # HH 381316
Expires March 30, 2027

[signature]
Notary Public (print or stamp name)
My commission expires: march 30, 2027

Please submit this completed application form to the Code Enforcement Department by email to: codeenforcement@titusville.com or you may hand-deliver or mail the completed application form to: Titusville Police Department, c/o Code Enforcement Department, 1100 John Glenn Blvd, Titusville, FL 32780.

Daily Fine Total

07/01/2026

508 LUCKY ST

CASE NUMBER	FINE	CREDITS	TOTAL
E07-003185M	COMPLETED DAILY FINES $25.00/PER DAY FOR SEC 12-23A JUNK AND DEBRIS		$23,250.00
E07-003185M	COMPLETED DAILY FINES $25.00/PER DAY FOR SEC 13-26 OVERGROWTH		$23,250.00
E07-003185M	ADMIN COST		$384.32
E18-006940	ADMIN COST		$81.94
E18-006940	COMPLETED DAILY FINE $150.00/PER DAY FOR SEC 12-23 JUNK AND DEBRIS		$36,000.00
E18-006940	COMPLETED DAILY FINE $150.00/PER DAY FOR SEC 108.1.5 DANGEROUS STRUCTURE OR PREMISES		$36,000.00
E18-006940	COMPLETED DAILY FINE $150.00/PER DAY FOR SEC 13-26 OVERGROWTH		$36,000.00
E18-006940	DEMO/BOARD UP COSTS		$3,505.20
EN20-0004	ADMIN COST		$75.00
EN20-0004	LOT CLEANING FEE		$60.00
EN20-0004	RECORDING FEE		$35.00
EN20-0559	ADMIN COST		$75.00

EN20-0559	LOT CLEANING FEE		$60.00
EN20-0559	RECORDING FEE		$35.00
EN21-0597	ADMIN COST		$75.00
EN21-0597	LOT CLEANING FEE		$75.00
EN21-0597	RECORDING FEE		$35.00
EN21-1402	ADMIN COST		$85.00
EN21-1402	LOT CLEANING FEE		$112.50
EN21-1402	RECORDING FEE		$35.00
			$159,228.96

CITY OF TITUSVILLE, FLORIDA
CODE ENFORCEMENT SPECIAL MAGISTRATE

CITY OF TITUSVILLE, FL Petitioner, v. **BIANCA S. BLAND** Mailing address: 508 Lucky Street Titusville, FL 32780 Respondent/Applicant.	Subject Property: 508 Lucky Street Titusville, FL 32780 Tax Parcel ID#: 22-35-03-54-9-3

LIEN REDUCTION RECOMMENDED ORDER

This case came on for hearing before the Special Magistrate of the City of Titusville, Florida, on July 13, 2026, upon an application for lien reduction. Bianca S. Bland appeared and provided testimony. Based on the evidence and testimony presented, the Magistrate finds and orders:

Findings and Conclusions

1. The former property owner, Daisy Mitchell, was previously found in violation of City Codes Section 12-23A – Junk and Debris and Section 13-26 – Overgrowth, and a fine in the amount of $50.00 per day, per violation was imposed commencing September 5, 2007. The former Respondent was subsequently found in violation of City Codes Section 6-109; IPMC Subsection 108.1.5 – Dangerous Structure, Section 12-23A – Junk and Debris, and Section 13-26 – Overgrowth, and a fine in the amount of $150.00 per day, per violation was imposed commencing April 16, 2019.

2. On July 23, 2019, the Titusville City Council authorized the demolition of the structure located on the Subject Property. The structure was removed, and on February 25, 2020, the City Council adopted Resolution 10-2020, setting forth a special assessment imposing a method of payment for the removal of the structure.

3. Liens were imposed on the property and recorded at Official Records Book 5825, Page 8614, Brevard County Public Records (collectively, the "Subject Lien").

4. Applicant took possession of the property, a new single-family house was constructed on the property with a final inspection completed on October 16, 2024, and the property was brought into full compliance on June 2, 2025, as verified by Code Enforcement Officer James Flannigan.

5. The total amount of code enforcement fines under the Subject Lien is $159,151.01, consisting of $154,500.00 in accrued daily fines and $4,651.01 in administrative costs.

6. On or about May 30, 2025, Applicant applied for a lien reduction pursuant to City Code § 31-71(g), requesting a reduction of the accrued fine in the amount of $154,500.00.

7. Pursuant to City Code § 31-71(g)(1), the following criteria must be met and considered upon an application for lien reduction:

a) *The gravity of the violation.* The violations were a nuisance but did not present an immediate, serious threat to the property owner or the public.

b) *The actions taken by the Applicant to correct the violations; the time it took to bring the property into compliance; whether there are any scheduled maintenance plans to avoid future repeat violations.* Applicant took possession of the property in October 2022 and brought the property into compliance in 2025, including the construction of a new single-family house. Applicant testified to scheduled maintenance plans to avoid future repeat violations.

c) *Accrued amount of the code enforcement fine compared to the current market value of the property.* The accrued amount of the code enforcement fine is more than 75% of the current market value of the property.

d) *Any previous or subsequent code violations by the Applicant.* There have been no subsequent code violations by the Applicant.

e) *Applicant's prior knowledge of the lien.* It was not Applicant's intent to ignore the lien; rather, Applicant purchased the property because of its close proximity to a relative's lot and took the opportunity to acquire and improve the property.

f) *Any financial hardship.* Applicant testified to financial hardship.

g) *Homestead exemption.* No.

h) *Other mitigating circumstances.* The passing of Applicant's husband, who was also her business partner.

Recommended Order

Based on the findings above and the requirements of City Code Section 31-71(g), the Magistrate recommends the following:

1. The code lien in the amount of **$154,500.00** shall be reduced to **$1,000.00**.

2. Applicant shall pay the City's administrative costs of **$4,651.01**, for a total amount due of **$5,651.01**.

After this Recommended Order is entered, the matter will be placed on the City Council agenda for final action. Code Enforcement shall notify the Applicant of the date of the City Council meeting.

DONE AND ORDERED this 17th day of July, 2026.

CITY OF TITUSVILLE, FLORIDA
CODE ENFORCEMENT

Special Magistrate
Don H. Nguyen, Esq.

Certificate of Mailing

I hereby certify that a true and correct copy of the foregoing has been mailed to the Respondent(s) at the mailing address(es) listed above by regular mail and certified mail this 20 day of July, 2026.

Secretary Special Magistrate

508
LUCKY ST
photo by JF
August 05, 2025 11:41 AM

CITY OF TITUSVILLE CODE ENFORCEMENT

LIEN REDUCTION APPLICATION

Name & Address of Owner Bianca Bland

Telephone Number(s) of Owner 321-525-2105 **Homestead?** ____ yes X no *If yes,* submit proof of residency at homestead address.

Code Enforcement Property Address 508 Lucky ST **Date of Compliance** ____

Amount of lien reduction requested $ 155,500 *All administrative costs, and any costs of enforcement, repair or to secure a structure that are incurred by the City shall not be reduced or waived.*

Pursuant to Titusville Code Sec. 31-71 (g): If there are no other outstanding monies owed to the City, and if the Code Enforcement Department confirms that the subject code violation(s) has been brought into compliance and there are no current code violations on the property, the application shall be placed on the agenda for the Special Magistrate's consideration. The Special Magistrate shall consider a reduction of the lien amount based upon the factors below and make a recommendation for Council's approval:

(a) The gravity of the violation;
(b) The actions taken by the Applicant to correct the violations and the time in which it took to bring the property into compliance;
(c) The accrued amount of the code enforcement fine or lien compared to the market value of the property;
(d) Any previous or subsequent code violations committed by the Applicant;
(e) The Applicant's prior knowledge of the lien;
(f) Any financial hardship;
(g) Whether the property has a homestead exemption; and
(h) Any other mitigating circumstances which may warrant the reduction of the lien.

Describe the factual basis upon which the reduction of the lien should be granted. Please include an explanation regarding why the violation was not corrected upon issuance of the initial Notice of Violation (include additional sheets and documentation as necessary).

Property brough from last owner who purchased it thrug tax deed. Current owner paid all city leins in the amount exceeding $18,000. Code enforcent Lein exceed 50% of the home value

Owners Signature [signature] **Date of Application** 30 May 25

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of □physical presence or □online notarization, this 30 day of May, 2025, by Bianca Bland, who is/are personally known to me or who has/have produced ____ as identification.

WITNESS my hand and official seal in the county and state aforesaid

THOMAS F. WALSH
MY COMMISSION EXPIRES NOVEMBER 21, 2025
#HH 197903
Bonded thru Troy Fain Insurance
NOTARY PUBLIC, STATE OF FLORIDA

[signature]
Notary Public (print or stamp name)
My commission expires:

Please submit this completed application form to the Code Enforcement Department by email to: codeenforcement@titusville.com or you may hand-deliver or mail the completed application form to: Titusville Police Department, c/o Code Enforcement Department, 1100 John Glenn Blvd, Titusville, FL 32780.

Daily Fine Total

06/02/2025

508 LUCKY ST

Case Number	Fine	Credits	Total
05-001460M	Admin Costs		$306.37
07-003185M	Completed Daily Fine 25.00/day 12-23 Junk and Debris		$23,250.00
07-003185M	Completed Daily Fine 25.00/day 13-26 Overgrowth		$23,250.00
18-006940	Admin Costs		$81.94
18-006940	Completed Daily Fine 150.00/day 12-23 Junk and Debris		$36,000.00
18-006940	Completed Daily Fine 150.00/day 108.I.5 Dangerous Structure or Premises		$36,000.00
18-006940	Completed Daily Fine 150.00/day 13-26 Overgrowth		$36,000.00
18-006940	Demo/Board Up Cost		$3,505.20
20-0004	Admin Costs		$75.00
20-0004	Recording Fee		$35.00
20-0004	Lot Cleaning Fee		$60.00

20-0559	Admin Costs		$75.00
20-0559	Recording Fee		$35.00
20-0559	Lot Cleaning Fee		$60.00
21-0597	Admin Costs		$75.00
21-0597	Recording Fee		$35.00
21-0597	Lot Cleaning Fee		$75.00
21-1402	Admin Costs		$85.00
21-1402	Recording Fee		$35.00
21-1402	Lot Cleaning Fee		$112.50
			$159,151.01

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CITY OF TITUSVILLE
MUNICIPAL CODE ENFORCEMENT BOARD

CASE NO. 07-69

CITY OF TITUSVILLE, a municipal Corporation of the STATE OF FLORIDA,
Plaintiff,

vs.

DAISY MITCHELL
P.O. BOX 6336
TITUSVILLE, FL 32782,

Defendant.
_____/

Prepared by and return to:
Richard L. Rogers
1135 S. Washington Ave., Ste. A
Titusville, FL 32780

FINAL JUDGMENT ASSESSING FINE AND IMPOSING LIEN

THIS CAUSE came before the Board on September 10, 2007. Assistant City Attorney Richard Broome appeared on behalf of the City of Titusville. The Defendant, DAISY MITCHELL, did not appear before the Board.

WITNESS

Danielle Trazzera, Code Inspector for the City of Titusville, testified under oath and informed the Board that on September 5, 2007 the Defendant remained in violation of all code sections as previously determined by the Board.

FINDINGS OF FACT

After due consideration of the testimony presented, the Municipal Code Enforcement Board made the following findings of fact:

1. The Defendant, DAISY MITCHELL, was properly notified of the violation(s) as alleged in the Complaint filed in this proceeding.

2. The Defendant is the owner of or is in possession of the real property located at 508 Lucky Street, Titusville, Florida, more particularly described as:

22-35-03-54-00009.0-0003.00

3. The Defendant is in continuing violation(s) of the following provision(s) of the Code of Ordinances of the City of Titusville pertaining to the subject property, to-wit:

Section 12-23A	Junk & Debris
Section 13-26	Overgrowth

FINAL JUDGMENT

Based upon the foregoing Findings of Fact and pursuant to the authority of Section 162.09, Florida Statutes, it is

ORDERED as follows:

1. The Defendant, DAISY MITCHELL, is hereby adjudged to be in continuing violation of Section(s) of the Code of Ordinances of the City of Titusville as indicated in the Findings of Fact herein.

2. The Defendant is assessed and ordered to pay the fine of $25.00 per day, per continuing code violation ($50 per day, total), commencing on September 5, 2007, and a like sum each and every day thereafter until the violation(s) as set forth in the Findings of Fact herein are corrected or eliminated to the written satisfaction of the Code Enforcement Officer.

3. In the event the Defendant achieves compliance by correction or elimination of the code violation(s), it shall be the sole responsibility of the Defendant to contact the City of Titusville Code Enforcement Department at (321) 383-5796, to request a Code Enforcement Officer to reinspect the property and verify in writing the violation(s) has been corrected.

4. In addition to the fine imposed herein, the Defendant shall pay the previously assessed costs in the sum of $384.32, in the event said costs have not been paid to the City of Titusville.

5. The fine and costs shall be made payable to the "City of Titusville", and delivered to the Office of the City Clerk, 555 South Washington Avenue, Titusville, Florida. Pursuant to Section 162.09, Florida Statutes, this Judgment shall constitute a lien against the land on which the violation(s) exists, and if the Defendant does not own the land, upon any real or personal property owned by the Defendant upon recording of this Judgment in the Public Records of Brevard County, Florida.

6. The Board Attorney is hereby directed to record a certified copy of this Final Judgment in the Public Records of Brevard County, Florida, in the event the violation(s) is not corrected or eliminated and the fine and costs have not been fully paid within thirty (30) days of this Final Judgment.

DATED this 27 day of September, 2007.

CITY OF TITUSVILLE MUNICIPAL CODE ENFORCEMENT BOARD

BY: _____
CHAIRMAN

ATTEST:

_____
BOARD SECRETARY

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
CITY CLERK'S OFFICE
CITY OF TITUSVILLE, FLORIDA
DATE 11/7/2007
Asst City Clerk

CODE ENFORCEMENT BOARD
CITY OF TITUSVILLE, FLORIDA

CITY OF TITUSVILLE, FL
Petitioner,
v.

Pertrade KFT
Mailing address: 508 Lucky St Titusville FL 32780
Respondent.

CASE NO: 19-10
Subject Property: 508 Lucky St.,
Titusville, FL
Tax Parcel ID# 22-35-03-54–9-3

ORDER IMPOSING FINE AND LIEN

This case came on for hearing before the Code Enforcement Board of the City of Titusville, Florida, on May 13, 2019 Based on the evidence and testimony presented, the Board finds:

Findings of Fact

1. Respondent is the owner of the Subject Property.

2. This Board previously found Respondent in violation of City Code sections: 12-23 - junk and debris; 6-109/IPMC section 108.1.5 - dangerous structure or premises; and 13-26 overgrowth, and ordered Respondent to correct the violations on or before April 15, 2019, or a fine may be imposed in the amount of $150.00 per day, per violation.

3. Code Enforcement Officer, Ken Hutchings, testified he inspected the property and determined that all violations still exist as of the date of this hearing.

4. Respondent was given notice of this hearing but did not appear.

Conclusions of Law

6. Proper notice of the violations and notice of hearing was provided to Respondent.

7. Based on the testimony provided, the Board finds that the subject property did not come into compliance by the April 15, 2019 compliance date and remains in violation of City Code sections: 12-23 - junk and debris; 6-109/IPMC section 108.1.5 - dangerous structure or premises; and 13-26 overgrowth as of this date.

8. The City is entitled to recover its costs incurred in prosecuting the case before the Board pursuant to section 162.07(2), Florida Statutes.

Order

Based upon the Findings of Fact and Conclusions of Law, it is hereby ORDERED:

Respondent is ordered to pay a fine of $150.00 per day per violation commencing April 16, 2019, which shall continue to accrue until the property is brought into compliance to the satisfaction of the Code Enforcement Officer. Respondent must contact the City of Titusville Code Enforcement Department at (321)567-3770, to request an inspection to verify compliance.

In addition to the fine imposed herein, Respondent shall pay the City's costs of prosecution in the amount of $81.94, in the event said costs have not been paid to the City of Titusville.

A certified copy of this Order shall be recorded in the public records and shall constitute a lien against the subject property and any other real or personal property owned by Respondent.

The fine and costs shall be made payable to the "City of Titusville" and delivered to the Office of the City Attorney, 555 South Washington Avenue, Titusville, Florida.

DATED this 14 day of May, 2019.

CODE ENFORCEMENT BOARD, CITY OF TITUSVILLE

BY: _____ ATTEST: _____

CHAIRPERSON BOARD SECRETARY

Certificate of Mailing

I hereby certify that a true and correct copy of the foregoing has been mailed to the Respondent(s)'s mailing address(es) listed above by regular mail and certified mail this 14 day of May 2019.

_____

Board Secretary

CFN 2024200323, OR BK 10171 Page 1098, Recorded 10/04/2024 at 08:45 AM Rachel M. Sadoff, Clerk of Courts, Brevard County Doc. D: $0.70

THIS QUIT-CLAIM DEED,

Executed this 17th day of September, 2024, from

Derrick Bland

First Party, To

Bianca S. Bland

Second party: 3690 Buttonwood Drive, Titusville, Fla. 32796

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporation wherever the context so admits or requires)

Witnesseth, That the said first party, for and in consideration of 0.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title interest, claim and demand which the said first party has in and to the following described lot, piece, or parcel of land situate, lying and being in the County of Brevard, State of Florida, to wit.

Lot 3, Block 9, READ & ALLENS SUBDIVISION, according to the plat thereof, as recorded in Plat Book 2, page 20, public records of Brevard County, Florida.
Parcel ID#22-35-03-54-9-3 / Property is vacant land.

Deed prepared without benefit of title search or examination

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 first party, either in law or equity, to the only proper use and benefit of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness: Tammie Christian
1607 Palmetto st
Titusville, Fl 32796

Witness: Gertrude Freeman Ford
1102 W Highland dr. Cocoa, Fl 32922

Derrick Bland
3690 Buttonwood Drive
Titusville, Fla. 32796

State of Florida // County of: Brevard

The foregoing instrument was acknowledged before me this 27th day of September, 2024, by Derrick Bland, who is personally known to me.

Notary Public, State of Florida

Prepared by and
Return to:
Bianca Bland
3690 Buttonwood Drive
Titusville, Fla. 32796

Notary Public State of Florida
Gertrude Freeman Ford
My Commission HH 576179
Expires 8/2/2028

Quitclaim Deed

RECORDING REQUESTED BY Bianca Bland
AND WHEN RECORDED MAIL TO:
3690 Buttonwood Dr
Titusville, FL 32796
, Grantee(s)

Consideration: $ -0-
Property Transfer Tax: $
Assessor's Parcel No.: 22-35-54-9-3 508 Lucky St Titusville FL Read: Allens Subd Lot 3 Blk 9
PREPARED BY: Bianca Bland certifies herein that he or she has prepared this Deed.

Signature of Preparer

21 Dec 2023
Date of Preparation

Bianca Bland
Printed Name of Preparer

THIS QUITCLAIM DEED, executed on 21 Dec 2023 in the County of Brevard, State of Florida
by Grantor(s), Bianca S. Bland,
whose post office address is 3690 Buttonwood Dr Titusville, FL 32796
to Grantee(s), Bianca S Bland & Derrick Bland
whose post office address is 3690 Buttonwood Dr Titusville, FL 32796,

WITNESSETH, that the said Grantor(s), Bianac S. Bland,
for good consideration and for the sum of -0-
($ -0-) paid by the said Grantee(s), the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantee(s) forever, all the right, title,

©SmartLegalForms

interest and claim which the said Grantor(s) have in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Brevard, State of Florida and more specifically described as set forth in EXHIBIT "A" to this Quitclaim Deed, which is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the said Grantor(s) has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

GRANTOR(S):

Signature of Grantor	Signature of Second Grantor (if applicable)
Bianca S. Bland	
Print Name of Grantor	Print Name of Second Grantor (if applicable)
Lisa Arthur	
Signature of First Witness to Grantor(s)	Signature of Second Witness to Grantor(s)
Lisa Arthur	Michael Jackson
Print Name of First Witness to Grantor(s)	Print Name of Second Witness to Grantor(s)

GRANTEE(S):

Signature of Grantee	Signature of Second Grantee (if applicable)
Print Name of Grantee	Print Name of Second Grantee (if applicable)
Signature of First Witness to Grantee(s)	Signature of Second Witness to Grantee(s)
Print Name of First Witness to Grantee(s)	Print Name of Second Witness to Grantee(s)

NOTARY ACKNOWLEDGMENT

State of Florida

County of Brevard

On December 21, 2023, before me, Lisa Arthur, a notary public in and for said state, personally appeared, Bianca Bland

who are known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Lisa Arthur
Signature of Notary

LISA ARTHUR
Commission # HH 393127
Expires May 1, 2027

Affiant Known _____ Produced ID X

Type of ID Florida Driver License (Seal)

Prepared by:
Derrick Burse
3690 Buttonwood Dr
Titusville, FL 32796

This Quit-Claim Deed,

Executed this 22 day of September, A.D. 2023, by

first party, to 1019, LLC

whose post office address is 3690 Buttonwood Dr. Titusville, FL 32796

second party: Bianca Bland
3690 Buttonwood Dr. Titusville, FL 32796

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of $ in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and

508 Lucky ST. Titusville, FL 32780
Real: Allens Subd. Lot 3 Blk 9

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 first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.
Signed, sealed and delivered in the presence of:

Name: Josiah Wilson
Josiah Wilson
5746 San Sebastian Way
Rockledge, FL

Name: Robynn Burse
118 Aurora St
Cocoa, FL 32922

Name

Name

Name & Address: 1019, LLC
3690 Buttonwood Dr
Titusville, FL 32796 LS

Name & Address: Bianca Bland LS

Name & Address: LS

Name & Address LS

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me this 22 day of September, 2023 by

who is personally known to me or who has produced as identification and who take an oath.

Notary Public State of Florida
Robynn Burse
My Commission HH 019286
Expires 07/08/2024

Print Name
Notary Public
My Commission Expires

CFN 2023076707, OR BK 9765 Page 1671, Recorded 04/18/2023 at 11:43 AM Rachel M. Sadoff, Clerk of Courts, Brevard County Doc. D: $0.70

Prepared BY:
Aqil Khan (AK)
25-39 14 ST
Astoria, NY
11102

QUIT CLAIM DEED

Know all Men by these Presents that Aqil Khan
_, ("Grantor"), whose mailing address is **2539 14TH STREET ASTORIA NY 11102**

For sum of **TEN** Dollars only ($10.00) Dollars
Quit-claims to **1019 LLC** ("Grantee "), whose mailing address is **3690 Buttonwood Dr Titusville FL32796** described premises situated in **BERVARD COUNTY, FLORIDA** to wit:

Property location: 508 LUCKY ST
TITUSVILLE FL 32780
Property ID Number:
22-35-03-54-9-3
READ & ALLENS SUBD LOT 3 BLK 9

Subject to any Easements. Rights-of-Way. Exceptions and Reservations, and zoning ordinances, if any.Any improvement done to the property will not be refunded. This property is sold as is where is.

Date 4/18 2023

Presence of

Witness RAFIQA KHAN

Witness James Hefferna

Aqil Khan
2539 14TH STREET ASTORIA
NY11102

ACKNOWLEDGMENTS

State of Florida)

)SS: County of Brevard)

On this, the 18 day of Apr, 2023, before me James Heffernan Notary *Public.* *The undersigned individual,* personally appeared Aqil Khan, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Property location:
508 LUCKY ST TITUSVILLE FL 32780
Property ID Number:
22-35-03-54-9-3
Legal Description:
READ & ALLENS SUBD LOT 3 BLK9

Notary Public

Drafted By **AQIL KHAN**
2539 14TH
STREET
ASTORIA
NY11102

JAMES HEFFERNAN
Commission # HH 248804
Expires April 4, 2026

Recorded and Return to

1019 LLC
3690 Buttonwood Dr
Titusville FL 32796

Detail by Entity Name

Florida Limited Liability Company
1019, LLC

Filing Information

Document Number	L21000348383
FEI/EIN Number	87-2686282
Date Filed	08/02/2021
Effective Date	08/02/2021
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	01/09/2025

Principal Address

3690 BUTTONWOOD DR
TITUSVILLE, FL 32796

Mailing Address

3690 BUTTONWOOD DR
TITUSVILLE, FL 32796

Registered Agent Name & Address

BURSE, DERRICK Q
3690 BUTTONWOOD DR
TITUSVILLE, FL 32796

Name Changed: 09/26/2023

Authorized Person(s) Detail

Name & Address

Title Ceo

BLAND, BIANCA S
3690 BUTTONWOOD DR
TITUSVILLE, FL 32796

Title Secretary

Burse, Derrick Q
3690 BUTTONWOOD DR
TITUSVILLE, FL 32796

Annual Reports

Report Year	Filed Date
2023	09/26/2023
2024	01/09/2025
2025	01/09/2025

Document Images

01/09/2025 -- REINSTATEMENT	View image in PDF format
09/26/2023 -- REINSTATEMENT	View image in PDF format
12/22/2022 -- REINSTATEMENT	View image in PDF format
08/02/2021 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

CFN 2020057291, OR BK 8687 PAGE 692,
Recorded 03/10/2020 at 12:12 PM, Scott Ellis, Clerk of Courts, Brevard County
Pgs:2

RESOLUTION NO. 10-2020

A RESOLUTION OF THE CITY OF TITUSVILLE, FLORIDA APPROVING AND CONFIRMING THE SPECIAL ASSESSMENT OF THE REMOVAL OF A CONDEMNED AND HAZARDOUS STRUCTURE, LOCATED AT 508 Lucky Street IN THE CITY OF TITUSVILLE AS SET FORTH IN RESOLUTION 22-2019 AND RESOLUTION 38-2019 AND DETERMINING THE METHOD OF PAYMENT OF SPECIAL ASSESSMENT IMPOSED AGAINST A CERTAIN PROPERTY AS DESCRIBED IN THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Titusville, Florida adopted Resolution 22-2019 on June 11, 2019 declaring the necessity for the removal of a condemned and hazardous structure at 508 Lucky Street within the City Limits of the City of Titusville, hereinafter described, and establishing a date for a public hearing on Tuesday July 23, 2019 in the Council Chambers of City Hall; and

WHEREAS, the City Council of the City of Titusville adopted Resolution 38-2019 on July 23, 2019 and determined to proceed with said improvement; and

WHEREAS, a public hearing was held on July 23, 2019 and no objections or defenses have been presented or filed by any person or person so desiring and all parties to be head were given opportunity to do so; and

WHEREAS, the public improvement has been completed consisting of the removal of an existing structure and removal of debris; and

WHEREAS, the City Council of the City of Titusville has caused to be prepared an assessment list, showing the name of the property owner, a description of the parcel of land proposed to be assessed for said improvement and the amount proposed to be assessed against this parcel of land; and

WHEREAS, due and legal notice was given by publication in two issues, and at least seven days apart in the Florida Today, that the assessment was completed, stating the nature of the improvement and the general character of the work which has been performed, the name by which such improvement is generally known, and the location of such improvement,, and further stating that the assessment list had been delivered and was open for inspection at the office of the City Clerk of the City of Titusville; and

WHEREAS, said improvement has been constructed and said assessment made and levied in conformity with law.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA: as follows:

Section 1. The assessment for the improvement described as a removal of a condemned and dangerous structure at 508 Lucky Street within the City limits of the City of Titusville Florida is hereby approved and confirmed as follows:

Property Owners:

Pertrade Kft
508 Lucky Street
Titusville, Florida 32780

The legal description of the property is:

Tax Acct. 2200960 Parcel ID 22-35-03-54-9-3, Read & Allens Subd Lot3 Blk9, Plat Book/Page: 0002/0020 **(A/K/A 508 Lucky Street).**

Amount: $3,505.20

Section 2. That the property benefited by the above described improvement shall pay the total costs and expenses as determined by this assessment. That the property assessed is benefited by said improvement in the amount equal to the amount assessed against the same; and from the date of this Resolution such assessment shall constitute a lien upon the respective lots or parcels of land, superior to all other items, except those for City and County Taxes.

Section 3. For a period of thirty days from date hereof, any person aggrieved shall have the right to contest the legality of said special assessment, after which time no suit, action, writ or special proceedings in any matter questioning the legality of the said special assessment shall lie for any cause whatsoever.

Section 4. The foregoing special assessment shall be payable in cash within 90 days from the adoption of this resolution. Any special assessment not paid in cash within 90 days shall be considered delinquent and interest shall be payable at the rate of 6% (six percent) per annum and collected as provided by law.

Section 5. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This resolution shall take effect immediately upon adoption.

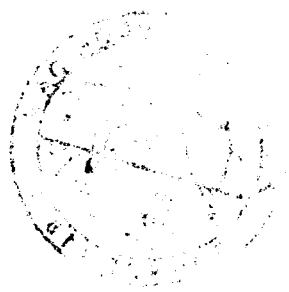
PASSED AND ADOPTED this 25th day of February, 2020.

Walt Johnson, Mayor

ATTEST:

Wanda Wells, City Clerk

cc: Glenn - Code
Charlene



TITUSVILLE CITY-CITY CLERK
PO BOX 2806 CITY CLERK ATTN:DEBRA DENMAN
TITUSVILLE, FL 32781

CFN 2019163541, OR BK 8498 PAGE 2146
Recorded 07/29/2019 at 12:27 PM, Scott Ellis, Clerk of Courts, Brevard County
Pgs:2

RESOLUTION NO. 38-2019

A RESOLUTION OF THE CITY OF TITUSVILLE, FLORIDA TO PROCEED WITH THE REMOVAL OF A CONDEMNED AND HAZARDOUS STRUCTURE, LOCATED AT 508 LUCKY STREET IN THE CITY OF TITUSVILLE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Titusville, Florida, on June 11, 2019 adopted Resolution 22-2019 declaring the necessity for the removal of a condemned and hazardous structure at 508 Lucky Street within the City Limits of the City of Titusville, hereinafter described, and setting a public hearing after for the purpose of hearing any objections or protests on Tuesday July 23, 2019 in the Council Chambers of City Hall; and

WHEREAS, the City Council of the City of Titusville finds that the removal of the condemned and hazardous structure at 508 Lucky Street in the City of Titusville will benefit the property; and

WHEREAS, a public hearing was held on said date for hearing any objections or protests and considered same.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA: as follows:

Section 1. That the City of Titusville does believe that it is expedient to proceed with the removal of a condemned and dangerous structure at 508 Lucky Street within the City limits of the City of Titusville legally described as follows:

The legal description of the property is:

Tax Acct. 2200960 Parcel ID 22-35-03-54-9-3, Read & Allens Subd Lot3 Blk9, Plat Book/Page: 0002/0020 **(A/K/A 508 Lucky Street).**

Section 2. That the property benefited by the removal of a condemned and hazardous structure at 508 Lucky Street shall pay 100 percent of the total cost of said improvements. The estimated cost of demolition and debris removal is $7,500. The City Council of the City of Titusville, does hereby direct that all property benefited by the improvements shall be assessed 100 percent of the total cost for such improvements.

Section 3. That the City Manager is hereby authorized to take the necessary action, to include contracting with a private firm, in order to effect the demolition.

Section 4. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED this 23rd day of July, 2019.

Walt Johnson

Walt Johnson, Mayor

ATTEST:

Wanda Wells

Wanda Wells, City Clerk

cc: Glenn - Code
Charlene

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Task Order #CDMTO004 for Septic to Sewer Feasibility Study**

Department/Office: Public Works

Recommended Action:

Approve the award of Task Order #CDMTO004 to CDM Smith, Inc. in the amount of $122,730 to provide engineering consulting services including, but not limited to, feasibility of gravity sewer to three areas located in the City including lift station siting, phasing and cost evaluations, and authorize the Mayor to execute the Task Order.

Summary Explanation & Background:

In January 2024, the Public Works Department completed an Onsite Sewage Treatment and Disposal System (OSTDS) Remediation Plan, as required by the Florida Department of Environmental Protection. The plan identified known septic systems within the City and surrounding areas that could potentially be served by the City's wastewater system. Areas were evaluated by watershed, with priority given to locations within the Indian River Lagoon basin. Funding for septic-to-sewer conversions has been allocated through the City's budget process.

Based on the OSTDS Remediation Plan and Save Our Indian River Lagoon (SOIRL) mapping, Public Works identified three areas for further evaluation:

1. Whispering Hills and Golfview;
2. Lakefront Estates and the portion of Treetop Drive identified on SOIRL maps; and
3. The remaining portion of Treetop Drive.

The Treetop Drive area is divided to preserve potential funding opportunities because only a portion is identified within the Indian River Lagoon basin. However, the entire street should be evaluated to develop a comprehensive sewer service plan.

The proposed study will evaluate the feasibility, cost, and potential phasing of gravity sewer extensions within each area. Where gravity sewer is not feasible, the study will evaluate potential lift station sites and force main connections. The results will provide a framework for future design and construction, including project phasing, estimated costs, and funding opportunities.

The City maintains continuing services agreements with five engineering firms, generally utilized on a rotating basis for as-needed engineering support. Under its existing agreement, CDM Smith, Inc. was requested to provide a proposal for these services.

Staff recommends that City Council approve Task Order No. CDMTO004 with CDM Smith, Inc. in the amount of $122,730 for the septic-to-sewer feasibility study and authorize the Mayor to execute the Task Order.

Alternatives:
Do not award the task order.

Item Budgeted:
Yes

Source/Use of Funds/Budget Book Page:

401-5555-536.65-00, WR2606, Septic to Sewer.

Strategic Plan:
Goal 1: Quality of Life
Goal 2: Efficient & Effective Services

Strategic Plan Impact:
This project aligns with Goals 1 and 2 by aligning with efforts to reduce septic tanks in the Indian River Lagoon basin and investing in infrastructure.

ATTACHMENTS:
1. Septic to Sewer Feasibility Study
2. Continuing Consultant Contract CO23Q006 - CDM Smith,Inc
3. TO CDMTO004
4. CDM Contract Renewal

SUBJECT: **City of Titusville**
Qualifications and Scope of Services for Engineering Consulting Services for Septic-to-Sewer Feasibility Study

CDM Smith (Consultant) is pleased to submit our qualifications and proposed scope of services for providing engineering consulting services to the City of Titusville (City) in response to the City's request. We understand the City Public Works Department requires assistance from a qualified Consultant to perform feasibility-level evaluations for septic-to-sewer conversion projects within the Save Our Indian River Lagoon (SOIRL)-identified target areas. The evaluations will identify portions of each area that can be served by gravity sewer, portions that may require gravity collection to a new lift station, conceptual phasing approaches, potential lift station locations where needed, downstream infrastructure considerations, and planning-level cost estimates. This Task Order, when executed, shall be incorporated in and become part of the Non-Exclusive Professional Services Continuing Consulting Contract between the City and Consultant dated April 10, 2023, hereafter referred to as the Contract.

Statement of Qualifications

The Consultant proposes to assign Ben Hayner, PE, PMP as the Consultant's Project Manager for this project. We have enclosed copies of his resume including project experience history, and State of Florida PE license for the City's review to confirm that Ben Hayner, PE, PMP is a professional engineer licensed in the State of Florida and practicing in the design of water and wastewater infrastructure and facility projects.

Work Items

The Consultant's services proposed herein will include feasibility-level evaluations for septic-to-sewer conversion within the following SOIRL-identified target areas requested by the City:

- Whispering Hills and Golfview Area
- Lakefront Estates
- Treetop Drive

See **Figures 1** and **2** for SOIRL-identified target areas. Since figure 2 includes 11 lots on Treetop Drive, this scope will include all 43 lots fronting Treetop Drive as shown on **Figure 3**.

Figure 1 Whispering Hills and Golfview Area

The evaluation will consider technical, operational, phasing, funding eligibility, and cost considerations associated with extending sanitary sewer service to these areas. For Whispering Hills and Golfview, the evaluation will also consider potential connections to more than one existing sewer basin and identification of potential impacts to existing lift stations where upgrades may be required.

Figure 2 Lakefront Estates and Treetop Drive

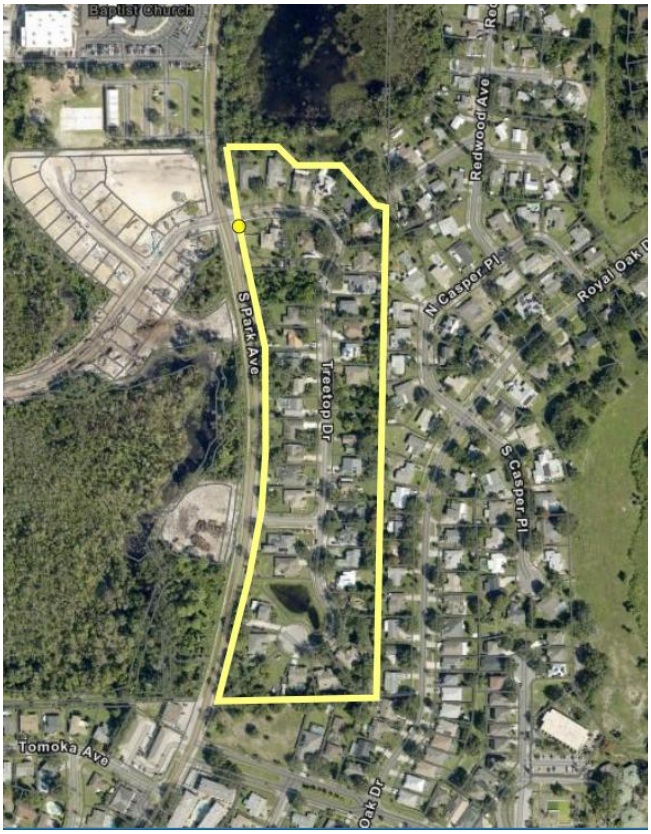


Figure 3 Treetop Drive

Task 1 – Data Gathering and Review

Consultant will review available GIS data, aerial imagery, topographic mapping, SOIRL target area information, existing sanitary sewer system information, basin mapping, lift station data, and known infrastructure improvements, including the recent sewer expansion near the Whispering Hills and Golfview Area. Consultant will evaluate available information for completeness, identify data gaps, and request additional information from the City.

Task 2 – Gravity Sewer, Technical Assessment, and Lift Station Siting

Consultant will evaluate the feasibility of serving the identified study areas with gravity sewer based on topography, available record information, and proximity to existing infrastructure. For areas that cannot be reasonably served by direct gravity sewer, Consultant will identify conceptual gravity collection areas, potential lift station service areas, and candidate lift station locations. This evaluation will include:

- Identification of areas that appear feasible to serve by gravity sewer.
- Identification of areas that would likely require gravity collection to a new lift station where direct gravity service is not feasible.
- Development of conceptual sewer routing and service areas.
- Evaluation of connections to existing sewer basins, including multiple basin scenarios for the Whispering Hills and Golfview Area where applicable.

- Planning-level evaluation of downstream impacts to existing infrastructure, including existing lift stations and force mains.
- Identification of potential infrastructure improvements required to accommodate additional flows.
- Identification of potential lift station locations, prioritizing public right-of-way, City-owned property, and HOA-owned parcels before considering private property.
- Planning-level siting considerations for access, apparent parcel ownership, constructability, and potential property acquisition needs.

Task 3 – Phasing and Cost Evaluation

Consultant will develop planning-level cost estimates for each study area and associated phasing approach, including:

- Gravity sewer improvements
- Force mains
- Lift station(s)
- Allowances for property acquisition, if applicable

Consultant will develop conceptual phasing strategies based on constructability, logical service expansion, downstream capacity considerations, and potential funding considerations, including SOIRL eligibility for highlighted lots and City-funded portions where applicable.

Task 4 – Septic-to-Sewer Feasibility Study Report

Consultant will prepare a written Septic-to-Sewer Feasibility Study Report summarizing findings from Tasks 1–3. The Septic-to-Sewer Feasibility Study Report will include conceptual layouts, service area maps, identification of gravity-served and lift station-served areas, potential lift station location considerations, phasing approach, planning-level cost estimates, downstream infrastructure considerations, and recommendations for next steps.

A digital draft Septic-to-Sewer Feasibility Study Report will be submitted for City review and comment in PDF format. A final Septic-to-Sewer Feasibility Study Report will be provided (PDF format) following comment resolution.

Task 5 – Project and Quality Management

Activities performed under this task consist of those generally administrative functions required to maintain the project on schedule, within budget, and verify that the work products defined with this Task Order are consistent with the City's requirements and the Consultant's standards. The Consultant's Project Manager (PM) will be the primary point of contact for the City and will lead management activities, including invoicing. Project management functions to be completed over the period of performance are listed below:

- Prepare for and conduct a kickoff meeting,
- Set up project; track cost, personnel oversight, and status; manage records and file; and maintain budget,
- Prepare project invoices and monthly technical progress reports summarizing work completed, upcoming deliverables, and issues requiring decisions or actions,
- Perform an independent technical review of the draft Septic-to-Sewer Feasibility Study Report,

- Prepare written responses to City comments,
- Provide draft meeting minutes for City review and comment, and
- Verify that quality procedures are conducted in accordance with Consultant's Quality Management Plan.

Deliverable:

Septic-to-Sewer Feasibility Study Report

Assumptions

Any work that is not included in the above-described services shall be classified as Additional Services. These additional services shall be performed at City's request with compensation adjustments through an amendment. This Task Order includes the following assumptions:

- City shall provide available GIS data, utility mapping, and planning documents.
- City shall provide available information on existing sewer infrastructure and lift station data.
- Consultant will use available data and City provided hydraulic model as-is and will not perform survey, geotechnical investigations, or subsurface utility engineering (SUE).
- Capacity evaluations are conceptual and based on available information.
- Consultant will not update detailed hydraulic models under this scope.
- City shall be responsible for the accuracy and completeness of provided data.
- Detailed design, permitting, and property acquisition services are not included.
- City shall provide data in digital format.
- City shall be responsible for, and Consultant may rely upon, the accuracy and completeness of instructions, reports, data, and other information furnished by City to Consultant pursuant to this Task Order. Consultant may use such instructions, reports, data, and information in performing or furnishing services under this authorization. Consultant's scope of work does not include verifying City provided information for accuracy or completeness. City may request an independent review of City provided information by Consultant and can be provided as an additional Task Order.

Schedule

It is anticipated that the project will take approximately 5 months to complete, starting within two weeks of receipt of a formal notice to proceed (NTP). The estimated schedule by task is shown below. Consultant will prepare an updated detailed schedule within the first 30 calendar days after NTP.

Task	Duration
Kickoff Meeting	2 Weeks from Start
Data Gathering and Review	4 Weeks from Kickoff
Draft Feasibility Report	12 Weeks from Data Gathering and Review
City Comment Period	2 Weeks from Draft Submittal
Final Feasibility Report	2 weeks from City Comments

Execution of Qualifications and Scope Statements

The undersigned Consultant Principal attests that the submitted qualifications and scope statements are accurate, are within the professional services practice and capability of the Consultant and subconsultants, and form the proposed basis for executing the Task Order.

(Signature) 7/17/26 (Date)

[END OF QUALIFICATIONS AND SCOPE STATEMENTS SECTION]

Fee Proposal

The Consultant proposes to complete the professional consulting engineering services stipulated herein for the lump sum fee as listed below in the amount of $122,730. Invoices will be submitted monthly based on the actual portion of the work performed (percentage of Task complete).

Tasks – Description	Estimated Value
Task 1 – Data Gathering and Review	$15,300
Task 2 – Gravity Sewer, Technical Assessment, and Lift Station Siting	$58,140
Task 3 – Phasing and Cost Evaluation	$11,790
Task 4 – Septic-to-Sewer Feasibility Study Report	$23,730
Task 5 – Project and Quality Management	$13,770
Task Order Total Lump Sum Fee	**$122,730**

Execution of Fee Proposal

The undersigned Consultant Principal attests that the submitted fee proposal corresponds with the qualifications and scope statements and is the proposed basis for executing the Task Order.

(Signature) 7/17/26 (Date)

CDM Smith

NON-EXCLUSIVE PROFESSIONAL SERVICES
CONTINUING CONSULTING CONTRACT CO23Q006
UTILITY SERVICES PROJECTS

THIS CONTRACT is entered into by and between the CITY OF Titusville ("the City"), a municipal corporation of the State of Florida, and CDM Smith Inc. ("Consultant"), a foreign corporate Engineering Consulting Firm, whose principal office is located at 75 State Street #701, Boston, MA 02109.

WITNESSETH THAT:

WHEREAS, the CITY desires to engage a Florida licensed Engineering Consulting Firm who has special and unique competence and experience in providing professional engineering services; and,

WHEREAS, the Consultant represents that it has such competence and experience in providing these services; and,

WHEREAS, the Consultant desires to provide such professional consulting services in accordance with this Contract; and,

WHEREAS, the Consultant shall at all times be in privity of contract solely with the City, and shall rely solely upon directions received from the City regarding performance and acceptance of the Work, as further provided herein, and

WHEREAS, the Consultant is an Engineering Consulting firm authorized to conduct business in the state of Florida, and

WHEREAS the City and Consultant desire to enter into a contract, as defined in Florida Statute 287.055 for the performance by the Consultant of professional consulting services.

NOW, THEREFORE, in consideration of the aforesaid premises, which are hereby made a part of this Contract, the City and the Consultant herein agree to the performance of professional services by the Consultant, and the payment for those services by the City, as set forth below and in individual written Task Orders. This Contract shall be referred to as the "MASTER CONTRACT" under which future Task Orders will apply.

The Consultant shall provide the City with professional engineering services and such other related services as defined in specific Task Orders, in all phases of each project as required by the City. The Consultant shall serve as the City's professional representative for the project as set forth in each Task Order and shall give professional advice to the City during the performance of the services to be rendered and as to the fulfillment of each project.

The Scope of Services shall be identified in individual Task Orders, which will be approved by the City and executed by the Consultant and the City. Each Task Order will be sequentially numbered, and initiation of the services thereunder shall be subject to a Notice to Proceed being issued by the City.

Basic services and the Scope of the Work required of the Consultant for each project will be described in other appropriate sections of this Contract and in individual Task Orders.

Consultant agrees to furnish all labor, materials, tools, and equipment necessary to perform the Work and Services, and to furnish all deliverables in accordance with the requirements of each Task Order. Refer to Attachment 2 for sample Task Order Form.

ARTICLE I – CONTRACT DOCUMENTS

The Contract Documents on which this agreement between the City and Consultant 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:

1. Exhibit 1- RFQ packet and all associated addenda	2. Exhibit 2 – Consultant Response to RFQ
3. Master Contract	4. Negotiated Billable Rates
5. Truth in Negotiations form	6. Statement of Qualification
7. Certificate-Contract Execution	8. Drug-Free Workplace Form
9. E-Verify Form	10. Public Entity Crime Form
11. Cert. Regarding Debarment	12. Scrutinized Company Affidavit
13. Reference Form	14. Foreign Disclosure Form
15. Non-collusion Affidavit Form	16. Cert. of Compliance with Grant Funding (2CFR Part 200 & Appendix II)
17. Conflict of Interest Disclosure	18. SAM.gov Registration

19. Appendix A – Grant related Aid Special Provisions	20. General Conditions
21. Copy of Business Tax Receipt & State of Florida Registration	22. Attachment 1 – City Supplemental Instructions
23. Attachment 2 – Task Order Template	

ARTICLE II - TERM, SCHEDULE AND TIME OF PERFORMANCE

A. **Term.** The term of this Contract shall be for three (3) years from the Effective Date herein, with two (2) optional one (1) year extensions thereof upon written consent of the parties.

1) **Effective Date.** The Effective Date of this Contract shall be the date upon which the last party to this Contract has dated and executed the same.

2) **Completion Date**. The Completion Date of this Contract shall be no later than 36 months from the Effective Date hereof, unless extended by mutual written agreement of the parties. All Work under this Contract shall be completed for use no later than the Completion Date.

3) **Surviving Obligations.** For a period of 36 months after the Completion Date, the Consultant shall have a continuing obligation to provide access to each of the key Consultant personnel identified in Article VIII, paragraph B for the limited purpose of providing clarification regarding the Work. The Consultant shall be compensated for any such continuing services for a fee agreed to by the parties pursuant to **GC9-CONTRACT AMENDMENTS, CHANGE ORDERS.**

B. **Task Order Commencement and Completion Dates.** Consultant shall commence the planning work for each Task Order upon the issuance of a Notice to Proceed by the City, and on the commencement date indicated thereon. This date shall be known as the "Task Order Commencement Date."

Consultant shall prosecute the work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Scope of Work and services for each Task Order and the time stated for completion therein. This date shall be known as the "Task Order Completion Date." A fifteen (15) business day period has been included in the allotted time for completion to allow for mailing of this Contract and

Consultant's submission of any required submittals. Consultant will not be allowed to commence the Work until all required submittals are received and approved.

C. **Time is of the Essence.** The Task Order Commencement and Completion Dates are essential conditions hereof. In addition, time is of the essence for each and every aspect of this Contract. Where additional time is allowed for the completion of the Work, the new time limit shall also be of the essence.

ARTICLE III - STATEMENT OF WORK AND DELIVERABLES

A. **Statement of Work.** The Consultant agrees to perform all necessary professional services, projects design services, construction phase services, design-build services, and other services in connection with the assigned project as required and set forth in the following:

1) The Consultant will endeavor not to duplicate any previous Work done on any project. Before issuances of a Task Order and written authorization to proceed, the Consultant shall consult with the City to clarify and define the City's requirements for the project and review all available data.
2) Upon request, the Consultant shall attend conferences with the City and its representatives, as provided in each Task Order.
3) In order to accomplish the work described under this Contract under the time frames and conditions set forth in this Contract, the Consultant shall observe the following requirements:
    i. The Consultant shall complete their work on the project within the time allowed by maintaining an adequate qualified, registered, and certified personnel on the work at all times.
    ii. The consultant shall comply with all Federal, State, and Local laws applicable to the projects(s). The Consultant's work product shall conform with all Federal, State, and Local laws applicable to the project(s).
    iii. The Consultant shall prepare all necessary sketches, permit applications drawings, and complete all application forms to accompany the City's application for any required Federal, State, or Local permits. The Consultant shall reply to all permitting agency's requests for additional information related to a permit application as described in

each Task Order.

iv. The Consultant shall cooperate fully with the City in order that all phases of the work may be properly scheduled and coordinated.

v. As Described in each Task Order, the Consultant shall send the appropriate quantities of complete preliminary sets of construction plans to the City, County, State or Federal regulatory agency from which a permit or other approval is required, prior to the final approval of the Design by the City's Consultant or their designee. The Consultant shall coordinate the project design with all agencies as described in each Task Order.

vi. The Consultant shall contact all utility companies having installations in the vicinity of the proposed work and consider relocation of utilities, if necessary. The Consultant shall provide the City with all known information relative to any required utility adjustments, relocations, and installations, and shall show all known above and below ground utilities on the final design plans.

vii. The Consultant shall report the status of this project to the City's Project Manager upon request and hold all drawings, calculations, and related work open to the inspection of the City's Project Manager or their authorized designee at any time, upon reasonable request.

4) The Consultant shall furnish additional copies of reports, drawings, specifications, bidding and construction contract documents, and other pertinent items, as described in each Task Order to, Federal, State, and Local agencies from which approval of the Project must be obtained, prospective bidders, material suppliers, and other interested parties, but may charge only for the actual cost of providing such copies. The Consultant shall furnish to the City with the agreed upon number of sets of the drawings, bidding and construction contract documents, specifications, reports and other pertinent items as set forth in individual Task Orders. The cost of these sets of documents are not included in the base compensation paid to the Consultant but will be paid as a direct expense. All original documents, survey notes, field books, tracings, and the like, including all items furnished to the Consultant by

the City pursuant to this Contract are and shall remain the property of the City, and shall be delivered to the City upon completion of the work. All items prepared by the Consultant shall be created, maintained, updated, and provided in the format as specified by the City as described in each Task Order.

5) All construction drawings prepared by the Consultant shall be of sufficient detail to permit the actual location of the proposed improvements on the ground by a third party (i.e. the third party shall be able to accurately locate the proposed improvements on the ground using only the information contained in the Consultant's drawings).
6) The Consultant acknowledges that preparation of all applicable permits for the City's submittal to governmental regulatory agencies, and the Consultant's written responses to all regulatory agencies' questions, are included within the scope of base compensation in each particular Task Order. Any additional work required by regulatory agencies which establish such regulations after the effective date of the particular Task Order, shall be an additional service, and the City shall compensate the Consultant in accordance with **GC-9 Contract Amendments; Change Orders** of the General Conditions (Attached and incorporated into Contract), and in accordance with the fee schedule in an approved Task Order. Written approval by the City shall be required prior to commencement of any additional work.
7) If the City proposes to construct the improvements in a phased manner, the Consultant shall prepare detailed master plan drawings as required by the applicable Task Order.
8) Compensation to the Consultant for services shall be in accordance with each Task Order, as mutually agreed upon by the Consultant and the City. Schedule of current hourly billing rates are included in "Exhibit 1" attached and will be included as part of each Task Order when approved. Listed billing hourly rates shall remain firm for the first 12 months. Thereafter, any request for increase shall be submitted to the Purchasing and Contracting Administrator no less than 60 days prior to requested effective date for review and approval. If approved by the City, both parties must agree to the new rates in writing.

The Statement of Work does not include assistance in litigation undertaken or

defended by the City. However, Consultant agrees to testify and assist the City in any litigation that is dependent upon or related to the services performed under this Contract at the same hourly rate as provided for herein.

B. Deliverables. Consultant shall deliver all products and deliverables as stated therein. Consultant is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be consistent with professional standard of care for similar work. Consultant shall correct intentional or negligent errors, omissions or deletions in the services to be performed without additional compensation from the City. Unless otherwise specifically provided for herein, Consultant shall provide and pay for all materials, labor, and other facilities and equipment as are necessary for the performance of the Work. The City's Project Manager shall make a final acceptance inspection of the deliverables when they are completed in all respects in accordance herewith. The parties may at any time agree in the form of a written amendment to make changes within the general scope of the Contract to the Work to be provided hereunder. Neither party shall unreasonably withhold consent to any such amendment.

C. **Progress Schedule**. Consultant shall provide an updated progress schedule with each payment request, taking into account all delays, Change Orders, etc. Failure to provide an updated progress schedule will be cause to withhold payment to Consultant until such time as the updated schedule is received.

D. **Progress Reports.** Does not apply to this Contract.

E. **Ownership**. Ownership and copyright to all reports and all accompanying data (in all formats) produced pursuant to Work shall be vested in the City. Any reuse, misuse, modification, or use of incomplete work product is at the sole risk of City or any third party relying on the work product and without liability to consultant. Any source documents or any other documents or materials developed, secured or used in the performance of this Contract shall be considered property of the entity from which such documents or materials originated.

F. **Consultant Computer Codes.** If any existing computer codes required for the development of a model selected by Consultant and necessary for use in completing the Work are deemed proprietary by Consultant, then Consultant grants to the City and its assignees, a non-exclusive license to use the proprietary computer model

codes for the sole purpose of utilization and/or further development of the Work, and agrees to indemnify and hold the City harmless from all costs, damages, and expenses, including attorney's fees, arising from any claim, right, or suit over the proprietary interests in the computer codes developed for the Work, including the costs, damages, and expenses, including attorneys' fees, incurred by the City in the event of claims brought pursuant to Chapter 119, Fla. Statutes. Documentation of Consultant's proprietary rights shall be provided to the City upon request. When submitted to the City, the Consultant's computer codes may become public records subject to the provisions of Chapter 119, Fla. Statutes.

G. **Other Computer Codes.** Consultant shall not be entitled to claim any proprietary right to computer codes that are developed by Consultant in fulfilling the requirements of the Work, which shall be considered "work for hire" under applicable copyright and/or patent law. Such computer codes, which constitute a Deliverable hereunder, are the sole and exclusive property of the City. The City may copyright or patent such computer codes in their own name to the full extent authorized by law.

ARTICLE IV - COMPENSATION

For satisfactory performance of the Work, the City agrees to pay, and the Consultant agrees to accept, for services rendered pursuant to this Contract, fees in accordance with the following:

A. **Professional Services Fee.** The City and the Consultant shall, prior to the issuance of each Task Order, mutually agree upon the base compensation fee for professional services included in Task Order and such amount shall be indicated in the Task Order to be formally approved by the City.

B. **Direct Payment for Additional Services.** The City agrees to pay on a direct basis for services or goods provided by others working in conjunction with the Consultant, as follows:

1) **Printing and Reproduction.** Consultant shall include in its pricing for each Task Order the cost of all printing and reproduction required for said Task Order. The City shall make direct payment to the Consultant for the cost of printing project plan sheets and other documents required for the project. The maximum cost allowed for per blueprint, mylar, or sepia utilized for this purpose shall be set forth in the Task Order.

2) **Subconsultants Services**. All subconsultant services are considered a direct expense and will be negotiated at the time of Task Order is negotiation. The City Project Manager will evaluate to ensure that the expenses are fair and reasonable.

3) **Out-of-Pocket Expenses.** Out-of-pocket or miscellaneous expenses that are anticipated to be required throughout the life of the Task Order such as travel, parking fees, tolls, etc., will be evaluated by the City Project Manager to ensure they are fair and reasonable. The City reserves the right to request backup documentation to accompany any invoice for this evaluation process. Any travel related reimbursement will be processed in accordance to the City's current travel policy.

C. **Invoicing Procedure.** All invoices shall be submitted to the City of Titusville, Project Manager, directly as determined on a Task Order basis. Consultant shall submit monthly invoices based upon the actual portion of the Work performed (percentage of Task Complete) and shall bill as per the Task Order fee breakdown schedule. All payment requests shall contain the contract number, Consultant's name and address, name of City Project Manager, and name of the Consultant's Project Manager.

All invoices shall be approved by the City as a condition precedent to payment. Payment requests that do not correspond to the appropriate Task Order or other requirements of this paragraph will be returned to the Consultant without action within twenty (20) business days of receipt and shall state the basis for rejection of the invoice. Timely payments shall be made in accordance with §218.74 of Florida Statute, Local Government Prompt Payment Act within forty-five (45) days of receipt of an invoice that conforms to this Article.

D. **Payments.** The City shall make partial payments to the Consultant on the basis of duly certified and approved invoices for Work performed by the Consultant that has been certified by the City. The City shall pay the Consultant for each approved invoice, subject to the withholding of any payments as provided in Paragraphs "E" and "F" below.

E. **Payments Withheld**. The City may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the City from loss as a result of: (1) defective Work not

remedied; (2) failure of Consultant to make payments when due to subcontractors or suppliers for materials or labor; (3) the City's determination that the Work cannot be completed for the remaining or unpaid funds; (4) failure to maintain adequate progress in the Work; or (5) any other material breach of this Contract. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

F. **Liquidated Damages.** None for this contract.

G. **Forfeiture of Final Payment.** Consultant shall submit the final invoice to the City not later than 90 days after the Completion Date. CONSULTANT'S FAILURE TO SUBMIT THE FINAL INVOICE TO THE CITY WITHIN THE TIME FRAME ESTABLISHED HEREIN SHALL BE A FORFEITURE OF ANY REMAINING AMOUNT DUE UNDER THE CONTRACT.

H. **Release.** Upon the satisfactory completion of the Work, the City will provide a written statement to Consultant accepting all deliverables. Acceptance of the final payment shall be considered as a release in full of all claims against the City, or any of its members, agents, and employees, arising from or by reason of the Work done and materials furnished hereunder, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Contract.

ARTICLE V - INDEMNITY AND INSURANCE

A. As a part of the consideration provided hereunder by the City, the City and Consultant agree that Consultant shall indemnify and hold harmless the City, its public officers, and employees, from all 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 Consultant and persons employed or utilized by Consultant in the performance of this contract.

B. Consultant shall acquire and maintain all insurance required by the General Conditions, provided, however, that the General Conditions may be superseded by an attachment hereto.

ARTICLE VI - FUNDING CONTINGENCY

This Contract is at all times contingent upon funding, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the City; (2) annual appropriations by the Florida Legislature, or (3)

appropriations from other agencies or funding sources. Contracts that extend for a period of more than one (1) year are subject to annual appropriation of funds, in the sole discretion and judgment of the City, for each succeeding year. Should the Work provided for hereunder not be approved, in whole or in part, for funding by an external funding source, or the City in succeeding years, the City shall so notify Consultant, and this Contract shall be deemed terminated for convenience in accordance with **GC-13 TERMINATION FOR CONVENIENCE** thirty (30) days after receipt of such notice, or within such additional time as the City may allow.

ARTICLE VII - PROJECT MANAGEMENT

A. **Project Managers.** The individuals listed below shall be responsible for overall coordination, oversight, and management of the Work. The parties agree to the following persons being designated as the City's Project Manager and the Consultant's Project Manager:

CITY	CONSULTANT
Ashleigh Smith, P.E. Engineering and Projects City of Titusville	Eric Grotke, P.E., BCEE Vice President CDM Smith Inc.
555 S. Washington Ave. Titusville, Florida 32796-3584 Phone # (321) 567-3896 E-mail:Ashleigh.smith@titusville.com	101 Southhall Lane, Suite 200 Maitland, FL 32751 (407) 660-2552 E-mail: grotkeej@cdmsmith.com

City Project Manager. The City's assigned Project Manager shall have complete responsibility to transmit instructions, receive information, and communicate policies and decisions regarding all matters pertinent to performance of the Work.

B. **Change in Project Manager.** Either party to this Contract may change its Project Manager by providing not less than ten (10) working days prior written notice of the change to the other party; provided, however, that in the event Consultant's Project Manager is designated as Key Consultant personnel pursuant to Article VII. F, the provisions thereof shall apply. The City reserves the right to request Consultant to replace its Project Manager if said Manager is unable to carry the Work forward in a competent manner or fails to follow instructions or the specifications, or for other reasonable cause.

C. **Supervision**. Consultant shall provide efficient supervision of the Work, using its

professional skill and attention. If the City produces documented evidence and informs the Consultant that any person on the job is working contrary to the Contract or the instructions of the City, that person shall thereupon be immediately dismissed from the project and shall not be given employment on any work connected with this Contract.

D. **Notices.** All notices to each party shall be in writing and shall be either hand-delivered or sent via U.S. certified mail or e-mail to the respective party's Project Manager at the names and addresses specified above. All notices shall be considered delivered upon receipt. Should either party change its address, written notice of the new address shall be sent to the other party within five (5) business days.

Any notices or correspondence relating to this service shall be addressed to:

CITY
City Manager
555 S. Washington Avenue
Titusville, FL 32796

With copies to:
Purchasing and Contracting Administration
555 S. Washington Avenue
Titusville, FL 32796

CONSULTANT

Eric Grotke, P.E., BCEE, Vice President
CDM Smith Inc.

101 Southhall Lane, Suite 200
Maitland, FL 32751
(407) 660-2552
E-mail: grotkeej@cdmsmith.com

With copies to:

Mario Marcaccio, General Counsel
CDM Smith Inc.
75 State Street, #701
Boston, MA 02109,

E. **Key Consultant Personnel.** Consultant acknowledges its understanding that the experience level of key Consultant personnel to be involved in performance of the Work was a material factor that was considered by the City in determining to enter into

this Contract with Consultant.

Eric Grotke, PE, BCEE – Officer in Charge	Ben Hayner, PE, PMP - Project Manager
Utility Services	
Brian Kamasin, PE, BCEE	Jorge Arevalo, PhD, PE
Carl Frizzell, PhD, PE	Lee Wiseman, PE, BCEE
Steve Burwinkel, PE	Isaac Holowell, PE

Consultant shall not substitute key personnel without the prior written consent of the City. In the event key personnel leave the Consultant's employ during the term of this Contract, the City shall have the right to approve substitute key personnel. In the event the parties cannot agree upon substitute personnel, the City may terminate this Contract for convenience, as provided in **GC -13 TERMINATION FOR CONVENIENCE**.

F. **Assignment and Subcontracts**. Consultant shall not sublet, assign, or transfer any Work, in whole or in part, or assign any moneys due or to become due hereunder, without the prior written consent of the City. Consultant shall notify the City's Project Manager in writing of the names of subcontractors proposed for the services, if different than the team specified in the applicable selection prior to execution of the Contract. Neither City approval of a subcontractor nor any other provision of this Contract shall create a contractual relationship between any subcontractor and the City. Consultant shall be responsible for the fulfillment of all work elements included in the subcontracts and shall be responsible for the payment of all monies due under any subcontract. Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for its own acts and omissions. Consultant shall hold the City harmless from any liability or damages arising under or from any subcontract to the extent allowed by law. The subcontractor(s) shall provide evidence of said hold harmless and indemnity prior to commencement of work.

ARTICLE VIII - CCNA PROVISIONS

A. **Contingency Fees**. Pursuant to section 287.055(6)(a), Fla. Stat., Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, 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 Consultant, any fee, commission,

percentage, gift, or other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of these provisions, the City may terminate this Contract without liability and, at its discretion, deduct from the contract price or otherwise recover the full amount of any such fee, commission, percentage, gift, or other consideration.

B. **Truth-in-Negotiations.** This provision applies only to lump sum or cost-plus-a-fixed-fee contracts entered into in excess of $150,000 (see section 287.055(5)(a), Fla. Stat.). Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

ARTICLE IX – TERMINATION

A. **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 thirty (30) days written notice to the Consultant. Upon receiving notice of termination, the Consultant 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 Consultant shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

1. In the event of such termination, the Consultant shall be compensated for acceptable services rendered prior to the date of termination and for materials ordered prior to the receipt of notice of termination that cannot be returned. Any such materials and any services rendered by the Consultant shall become the property of the City.
2. Consultant waives all claims for compensation in excess of that which is specifically provided for herein, including but not limited to, loss of anticipated profits, idle equipment, labor, facilities, and claims of subcontractors and vendors.

B. **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, Consultant's:

1. Failing to carry forward and complete Work in accordance with the requirements hereof;
2. Failing to comply with applicable laws, regulations, permits, or ordinances;
3. Failing to timely commence or continuously and vigorously pursue correction of defective Work;
4. Making a general assignment for the benefit of its creditors;
5. Having a receiver appointed because of insolvency;
6. Filing bankruptcy or having a petition for involuntary bankruptcy filed against it;
7. Failing to make prompt payments, when properly due, to sub-Contractors, 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 Consultant with written notice of its intention to terminate this Contract for cause, which shall provide the effective date of termination. Such notice shall state the nature of the deficiency and, at the City's sole judgement and discretion, may afford Consultant 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, Consultant 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 Consultant. If the expense exceeds the unpaid balance, Consultant shall pay the difference to the City. The expense incurred by the City and the damage incurred through Consultant's default will be certified by the City.

C. **Bankruptcy.** If the Consultant 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 Consultant 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 Document, then the City may – by at least five (5) days prior written notice to the Consultant – without prejudice to any other rights or remedies of the Owner under the contract, terminate the Consultant's right to proceed with the work. In such event, the Owner may take over the Work and proceed with same to completion – by Contract or otherwise – and the Consultant and its Sureties shall be liable to the City for any excess cost incurred by the City. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the Contract Documents.

ARTICLE X – PERSONNEL

A. **Civil Rights.** Pursuant to Chapter 760, Fla. Stat., Consultant shall not discriminate against any employee or applicant for employment because of race, color religion, sex, national origin, age, handicap, or marital status.

B. **Public Entity Crime.** The Consultant shall file a sworn statement with the City which is attached, stating whether a person or affiliate as defined in Section 287.133 (1), Florida Statutes, has been convicted of a public entity crime subsequent to July 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.

C. **Drug-Free Workplace.** The contract documents also consist of the "Drug- Free Workplace Form" which is in accordance with Florida Statute §287.087 and must be signed.

D. **E-Verify.** As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Consultant and its subconsultants shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

1. Consultant shall require each of its subconsultants to provide Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the

subconsultants' affidavit as part of and pursuant to the records retention requirements of this Contract.

2. The City, Consultant, or any Subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subconsultant knowingly violated the provisions of this section, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subconsultant.
4. 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), Fla. Stat. Consultant acknowledges that upon termination of this Contract by the City for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
5. Subcontracts: Consultant or Subconsultant 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. Consultant shall be responsible for compliance by any Subconsultant or lower tier subcontractor with the clauses set forth in this section.

ARTICLE XI - MISCELLANEOUS PROVISIONS

A. **Interest of Consultant**. Consultant certifies that no officer, agent, or employee of the City has any material interest, as defined in Chapter 112, Fla. Stat., either directly or indirectly, in the business of Consultant to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Contract.

B. **Independent Contractor.** Consultant is an independent contractor. Neither Consultant nor Consultant's employees are employees of the City. Consultant shall have the right to control and direct the means and methods by which the Work is accomplished. Consultant may perform services for others, which solely utilize

Consultant's facilities and do not violate any confidentiality requirements of this Contract. Consultant is solely responsible for compliance with all labor and tax laws pertaining to Consultant, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Consultant's duties with respect to Consultant, its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if Consultant is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the City provides training, equipment, materials, or facilities or otherwise facilitate performance of the Work, this shall not affect any of Consultant's duties hereunder or alter Consultant's status as an independent contractor.

C. **Grant Funding Requirements:** *(when applicable to Task Order assignment)* See Appendix A

D. **Certification of Restrictions on Lobbying.** The Consultant agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Consultant 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 Consultant 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 FDOT Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

E. **Conflicting Employment.** Consultant hereby represents that it has no undisclosed conflict of interest between the services to be provided under this Contract and services being provided by Consultant to any other clients. Should Consultant or the City become aware of any such conflict of interest, that party will promptly notify the other party thereof. Consultant and the City shall negotiate in good faith to resolve the conflict. If Consultant and the City cannot resolve the conflict of interest, the City may terminate this Contract upon ten (10) days prior written notice if Consultant fails to resolve the conflict within such time period. In no case shall the Consultant's Project Manager, or other key personnel who have been so identified in the Article VI. F., be directly involved in providing services to other clients associated with the conflict. Notwithstanding the foregoing, Consultant may accept retainers from or be employed by third parties whose interest appear conflicting or inconsistent with that of the City if, after full written disclosure of the facts to the City, the City determines that the apparent conflict shall not interfere with the performance of the Work by Consultant.

F. **Audit: Access to Records.** Consultant agrees that the City or its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds hereunder, have access to examine any of Consultant's books, documents, papers, and other records involving transactions related to this Contract. Consultant shall preserve all such records for a period of not less than three (3) years. Payment(s) made hereunder shall be reduced for amounts charged that are found on the basis of audit examination not to constitute allowable costs. Consultant shall refund any such reduction of payments. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. Consultant will provide proper facilities for access to and inspection of all required records.

G. **Release of Information.** Records of Consultant that are made or received in the course of performance of the Work may be public records that are subject to the requirements of Chapter 119, Fla. Stat. However, some records may be confidential or exempt from disclosure under Chapter 119, Fla. Stat. In the event Consultant

receives a request for any such records, Consultant shall notify the City's Project Manager and comply with Chapter 119, Fla. Stat. Consultant shall not prepare any news or press release in any way related to this Contract, without the City's written consent.

H. **Royalties and Patents.** Unless expressly provided otherwise herein, Consultant shall pay all royalties and patent and license fees necessary for performance of the Work and shall defend all suits or claims for infringement of any patent rights and save and hold the City harmless from loss on account thereof, provided, however, that the City shall be responsible for all such loss when the utilization of a particular process or the product of a particular manufacturer is specified by the City. If Consultant at any time has information that the process or article so specified is an infringement of a patent, it shall be responsible for such loss unless it promptly provides such information to the City. Consultant hereby certifies to the City that the Work to be performed pursuant to this Contract does not and will not infringe on any patent rights.

I. **Governing Law.** This Contract shall be governed by the laws of the State of Florida and venue for any action pursuant to the Contract 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.

J. **Venue.** In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings, if in state court, shall be in Brevard County, Florida, and if in federal court, shall be in the Middle District of Florida, Orlando Division.

K. **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.

L. **Conflicting Provisions.** If any provision hereof is found to be in conflict with any other, then the specific terms shall prevail over the general.

M. **Waiver of Right to Jury Trial.** In the event of any civil proceedings arising from or related to this Contract, Consultant hereby consents to trial by the court and waives its right to seek a jury trial in such proceedings; provided, however, that the parties may mutually agree to a jury trial.

N. **Construction of Contract.** This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been

prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to the preparation hereof.

O. **Entire Contract.** This Contract, upon execution by Consultant and the City, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. Consultant agrees that no representations have been made by the City to induce Consultant to enter into this Contract other than as expressly stated herein. This Contract cannot be changed orally or by any means other than written amendments referencing this Contract and signed by all parties.

P. **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.

Q. **Authority to Enter into Contract.** Each party to this Contract has the authority to enter into and form this Contract. The individuals signing the Contract have the authority to act as agents of their respective organizations. Each party acknowledges that they have read this Contract and will abide by it.

R. **Public Records**.

1. Records of the Consultant that are made or received in the course of performance of the Consultant's obligations under this Contract may be public records that are subject to the requirements of Chapter 119, Florida Statutes and

accordingly Consultant 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 Statutes. In the event the Consultant receives a request for any such records, the Consultant shall notify the City and comply with Chapter 119, Florida Statutes. The Consultant shall not prepare any news or press release in any way related to this Contract, without the City's written consent. Consultant hereby agrees to comply with the following: As provided in Section 119.0701, Florida Statutes, the Consultant is required to, and by executing this Contract, the Consultant agrees to:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes or as otherwise provided by law.
c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the Consultant does not transfer the records to the City.
d) Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the contract, Consultant 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.

2. 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 CONSULTANT HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO CONSULTANT'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.

IN WITNESS WHEREOF, the City of Titusville has caused this Contract to be executed on the day and year written below in its name by its Mayor, and Consultant has caused this Contract to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached.

CONSULTANT:
CDM Smith Inc.
101 Southhall Lane, Suite #200
Maitland, FL 32851

By _____
Eric Grotke, , P.E., Vice President

Date: April 3, 2023

OWNER;
City of Titusville
555 S. Washington Ave.
Titusville, FL 32796

By _____
Daniel E. Diesel, Mayor

Date 4-10-23

ATTEST:
Wanda F. Wells
Wanda F. Wells, City Clerk

Date 4-10-23

APPROVED AS TO FORM:
Richard C. Broome, City Attorney

Date 4-7-2023

APPROVED AS TO CONTENT:
William S. Larese, City Manager

Date 10 Apr 23

Staff Preparation:

Leslie A. Rothering, Purchasing & Contracting Administrator — Date 4-3-2023

Ashleigh Smith, Engineering & Projects — Date 4/6/2023

TASK ORDER FOR PROFESSIONAL ENGINEERING CONTINUING CONSULTING SERVICES AGREEMENT

City of Titusville
Purchasing & Contracting Division

Post Office Box 2806
(555 South Washington Avenue)
Titusville, FL 32781-2806
(32796-3584)

CONTRACT#:	CO23Q006 TB CDM Smith	**TASK ORDER#:**	CDMTO004
CONSULTANT:	CDM Smith Inc.	**PROJECT#:**	WR2606
ADDRESS:	101 Southhall La. Ste 200, Maitland, FL	**PROJECT NAME:**	Septic to Sewer Feasibility Study

By the signature affixed below, both the City and the Consultant agree to the following Contract work as per the Task Order stipulated herein. Upon proper execution of this document, the Consultant is hereby notified to commence work. All Task 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 Task stipulated as follows:

Provide engineering consulting services to perform feasibility-level evaluations for septic-to-sewer conversion projects within the Save Our Indian River Lagoon (SOIRL)-identified target areas. The evaluations will identify portions of each area that can be served by gravity sewer, portions that may require gravity collection to a new lift station, conceptual phasing approaches, potential lift station locations where needed, downstream infrastructure considerations, and planning-level cost estimates in accordance . This Task Order shall be incorporated in and become part of the Non-Exclusive Professional Services Continuing Consulting Contract.

A) TOTAL AMOUNT OF TASK AWARDED PRIOR TO THIS TASK ORDER $213,750.00
TOTAL AMOUNT FOR THIS TASK ORDER $122,370.00
TOTAL AMOUNT OF TASK AWARDED INCLUDING THIS TASK ORDER $336,120.00

B) TERM FOR THIS TASK ORDER
COMPLETION DATE FOR THIS TASK ORDER: _____ MM/DD/YYY or 5 months #of Days from NTP

CONSULTANT *(Print)*:
Firm Name: CDM Smith Inc.
Authorized Staff Name _____

_____ _____
(Signature) **Date**

CITY OF TITUSVILLE:
Andrew Connors
Mayor *(Print)*

_____ _____
(Signature) **Date**

ATTEST: _____ _____
City Clerk **Date**

Approved as to Content

_____ _____
(Signature) **Date**

City Manager *(Print)*

City of Titusville - Staff Reviews

Purchasing & Contracting Administrator *(Print)* _____ _____
(Signature) **Date**

(Council Approval August 11, 2026)

Department Director Name/Department *(Print)* _____ _____
(Signature) **Date**

	Renewal	*City of Titusville* *Purchasing & Contracting Division* *PO Box 2806 (555 South Washington Avenue)* *Titusville, FL 32781-2806 (32796-3584)*

January 14, 2026

Mr. Eric Grotke, P.E., Vice President
CDM Smith, Inc.
101 Southhall Lane, Suite# 200
Maitland, FL 32851

RE: 1st Contract Renewal – CO23Q006TB_CDM Smith
Continuing Consulting Utility Services Projects

Dear Mr. Grotke,

In accordance with the referenced contract dated April 10th, 2023, between the City of Titusville and CDM Smith, Inc, the City is hereby exercising the first (1) one-year administrative renewals. The term of the contract is hereby extended to **April 9th, 2027**.

An updated certificated of insurance (COI) listing the "City of Titusville" as an additional insured is requested with the appropriate coverages and limits as specified in Article V – Indemnity and Insurance of the agreement document. All other terms and conditions of the original contract remain in full force during the effective period of this renewal.

Mrs. Sandra Reller, Interim Public Works Director, shall remain the City's designated representative regarding any aspects of this agreement. Mrs. Reller can be reached at phone number (321) 567-3861 or via email: sandra.reller@titusville.com. All communications for this contract shall be sent to my attention, and Mrs. Reller shall be provided with copies of it.

We look forward to continuing this successful partnership in the coming year. If you have any questions, please do not hesitate to call Purchasing and Contracting at phone number (321) 567-3698 or via email at johana.diah@titusville.com.

Please sign below to indicate your concurrence and return to Purchasing and Contracting.

City of Titusville

Leslie Rothering
Purchasing & Contracting Administrator

CDM Smith, Inc

Eric Grotke
Vice President

Cc: Sandra Reller, Interim Public Works Director
Purchasing & Contracting file

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Task Order # MHTO007 # for Osprey Filter Evaluation**

Department/Office: Public Works

Recommended Action:
Approve Task Order No. MHTO007 with Mead & Hunt, Inc. in the amount of $49,441 for an evaluation of filtration technologies to replace the Osprey sand filters and authorize the City Manager to execute the Task Order.

Summary Explanation & Background:
The Osprey Water Reclamation Facility utilizes disc and sand filters to provide final filtration of treated wastewater for reclaimed water use. The existing sand filters are more than 40 years old and have been maintained by City staff through routine repairs and media replacement. However, they are nearing the end of their useful life and are no longer supported by the manufacturer. To reduce the risk of equipment failure and ensure continued reliable operation, the City must begin planning for their replacement.

Public Works requested a proposal from Mead & Hunt, Inc. to evaluate the capacity, condition, and long-term viability of the existing filtration system and identify appropriate replacement technologies. Mead & Hunt recently completed a similar evaluation for the Blue Heron Water Reclamation Facility, where replacement filters are currently under construction.

The City maintains continuing services agreements with five engineering firms, generally utilized on a rotating basis for as-needed engineering support.

Staff recommends that City Council approve Task Order No. MHTO007 with Mead & Hunt, Inc. in the amount of $49,441 to evaluate filtration technologies for replacing the Osprey sand filters and authorize the City Manager to execute the Task Order.

Alternatives:
Do not award the task order.

Item Budgeted:
Yes

Source/Use of Funds/Budget Book Page:

401-5555-536.65-00, WR2404 Osprey Wastewater Treatment Plant Project.

Strategic Plan:
Goal 2: Efficient & Effective Services

Strategic Plan Impact:

This project aligns with Goal 2 by investing in aging infrastructure.

ATTACHMENTS:
1. TT Osprey Filters Eval proposal Signed 7.16.2026
2. Continuing Consultant Contract CO23Q006 - Mead & Hunt, Inc
3. TO MHTO007
4. MH Contract Renewal

July 16, 2026

Ashleigh Smith
City Engineer
City of Titusville Public Works
2910 Garden Street
Titusville, FL 32796

Email: Ashleigh.Smith@Titusville.com

RE: City of Titusville Osprey WWTP Filter Evaluation Report

Dear Ashleigh,

In response to your request, we are pleased to provide the enclosed scope of services and engineering fee estimate for the referenced project. This project will evaluate the capacity, condition, and long-term viability of the existing filters at the Osprey Wastewater Treatment Plant (WWTP) to determine the most effective approach for maintaining regulatory compliance and meeting future treatment needs. The evaluation will include an engineering report assessing multiple filtration alternatives, along with 30% conceptual layouts for the recommended options. Technologies to be evaluated include rehabilitation of the existing filters, replacement with cloth media filters, and replacement in kind with Kruger filters to restore and expand the facility's filtration capacity.

We appreciate this opportunity to continue serving the City and are available at your convenience to discuss the project further. If you have additional questions, please do not hesitate to contact us.

Sincerely,
MEAD & HUNT, Inc.

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

Matt Guzinski, P.E.
Project Engineer

BTB/MDG;bf

Enclosure: Scope of Services and Fee Estimate

CITY OF TITUSVILLE
SCOPE OF SERVICES
FOR
OSPREY WWTP FILTER EVALUATION REPORT

This Task Order is in conformance with the Non-exclusive Professional services Continuing Consulting Contract CO23Q006 Utility Services Projects dated April 10, 2023, between the City of Titusville (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

PROJECT UNDERSTANDING

The Osprey Wastewater Treatment Plant (WWTP) currently conveys secondary effluent by gravity from the secondary clarifiers to the existing tertiary filtration system, which consists of Kruger disc filters operating in parallel with an existing sand filter. The facility is currently permitted for an average annual daily flow (AADF) of 2.75 MGD with a design peak hour flow of 9.34 MGD per CDM Smith's 2019 preliminary design report (PDR). The existing Kruger disc filters have a rated treatment capacity of approximately 8.0 MGD; therefore, the existing sand filter is required to remain operational to reliably treat peak wet weather flows and maintain compliance with the facility's permitted effluent limitations.

The remaining sand filter has reached the end of its useful service life and is experiencing age-related deterioration that will require continued repairs and maintenance to remain operational. Given the age of the system, increasing maintenance demands, and the availability of newer filtration technologies that provide improved performance, lower life-cycle costs, and reduced maintenance requirements, the City is evaluating replacement alternatives for the existing sand filter.

MEAD & HUNT's proposed scope of services will include a comprehensive technical evaluation of available tertiary filtration technologies to determine the most practical, reliable, and cost-effective solution for the Osprey WWTP. The evaluation will assess alternatives such as rehabilitation of the existing sand filter, replacement with modern cloth media filtration systems, and replacement with a new disc filter system compatible with the existing Kruger installation. The study will compare each alternative based on hydraulic capacity, treatment performance, operational reliability, maintenance requirements, constructability, life-cycle costs, and compatibility with the existing treatment process.

SCOPE OF SERVICES

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

PHASE 1 – PROJECT MANAGEMENT

Project Kick-Off Meeting

MEAD & HUNT will coordinate and conduct one (1) in-person project kick-off meeting with the project team and

OWNER staff to review project goals, scope of work, team member roles, lines of communication, project schedule and administrative processes. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees.

Project Coordination

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

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary

PHASE 2 – EVALUATION REPORT

Evaluation Report

MEAD & HUNT will prepare a draft Evaluation Report (ER). The ER will include the following: project understanding and goals, design alternatives, planning level engineer's opinion of probable construction cost (EOPCC), and confirmation of future project permitting requirements.

Upon completion of QA/QC, a draft ER will be submitted to the OWNER for review and comment. It is assumed the OWNER will conduct their review in a two-week period. At the end of the Owner's review period, MEAD & HUNT will schedule and attend a draft ER review meeting.

Deliverables – Evaluation Report

- Draft Evaluation Report (electronic PDF format)
- Evaluation Report Review Meeting Summary (electronic PDF format)
- Final Evaluation Report (electronic PDF format)

RESPONSIBILITIES OF OWNER

This scope of services and compensation are based on the Owner performing or providing the following:

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- Access to the project site.
- Available data, drawings, and information related to the project.
- Review of (draft-final plans/specs/reports, etc.) within (weeks/months) of receipt.
- Protection of Mead & Hunt-supplied digital information or data, if any, from contamination, misuse, or changes.

ASSUMPTIONS AND LIMITATIONS

MEAD & HUNT prepared this Scope of Work based on discussions at the 7/1/2026 project scoping meeting and with the following assumptions and limitations. If any of the below assumptions prove to be incorrect, MEAD & HUNT will consult with the OWNER and as necessary or appropriate, modify this Scope of Work via a Scope Change.

SCHEDULE

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

Phase/Task	Duration to Complete (calendar days)	Commencing Upon
Phase 1 – Project Management	*120 days*	*Receipt of notice to proceed*
Phase 2 – Evaluation Report	*120 days*	*Completion of kickoff meeting*

COMPENSATION

The not-to-exceed cost for this Scope of Services **is $49,441.00.**

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	*$8,803.00*	*Lump Sum*
Phase 2 – Evaluation Report	*$40,638.00*	*Lump Sum*
TOTAL	***$49,441.00***	

Authorization

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of the City of Titusville and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services.

MEAD AND HUNT, INC.		Approved by: MEAD AND HUNT, INC.	
By:	*Author/Submitter*	By:	*Authorized Signer Review*
Name:	Matt Guzinski, P.E.	Name:	Brad T. Blais, P.E.
Title:	Project Engineer	Title:	Vice President
Date:	July 16, 2026	Date:	July 16, 2026

Accepted by: CITY OF TITUSVILLE

By: _____

The above person is authorized to sign for the Owner and bind the Owner to the terms hereof.

Name: _____

Title: _____

Date: _____

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

IF THE CONTRACTOR (MEAD & HUNT INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF TITUSVILLE, 555 S. WASHINGTON AVENUE, TITUSVILLE, FL 32796, City Clerk, Wanda Wells, MMC, Wanda.Wells@Titusville.com.

NON-EXCLUSIVE PROFESSIONAL SERVICES
CONTINUING CONSULTING CONTRACT CO23Q006
UTILITY SERVICES PROJECTS

THIS CONTRACT is entered into by and between the CITY OF Titusville ("the City"), a municipal corporation of the State of Florida, and Mead & Hunt, Inc. ("Consultant"), a foreign corporate Engineering Consulting Firm, whose principal office is located at 2440 Deming Way, Middleton, WI, 53562-1562.

WITNESSETH THAT:

WHEREAS, the CITY desires to engage a Florida licensed Engineering Consulting Firm who has special and unique competence and experience in providing professional engineering services; and,

WHEREAS, the Consultant represents that it has such competence and experience in providing these services; and,

WHEREAS, the Consultant desires to provide such professional consulting services in accordance with this Contract; and,

WHEREAS, the Consultant shall at all times be in privity of contract solely with the City, and shall rely solely upon directions received from the City regarding performance and acceptance of the Work, as further provided herein, and

WHEREAS, the Consultant is an Engineering Consulting firm authorized to conduct business in the state of Florida, and

WHEREAS the City and Consultant desire to enter into a contract, as defined in Florida Statute 287.055 for the performance by the Consultant of professional consulting services.

NOW, THEREFORE, in consideration of the aforesaid premises, which are hereby made a part of this Contract, the City and the Consultant herein agree to the performance of professional services by the Consultant, and the payment for those services by the City, as set forth below and in individual written Task Orders. This Contract shall be referred to as the "MASTER CONTRACT" under which future Task Orders will apply.

The Consultant shall provide the City with professional engineering services and

such other related services as defined in specific Task Orders, in all phases of each project as required by the City. The Consultant shall serve as the City's professional representative for the project as set forth in each Task Order and shall give professional advice to the City during the performance of the services to be rendered and as to the fulfillment of each project.

The Scope of Services shall be identified in individual Task Orders, which will be approved by the City and executed by the Consultant and the City. Each Task Order will be sequentially numbered, and initiation of the services thereunder shall be subject to a Notice to Proceed being issued by the City.

Basic services and the Scope of the Work required of the Consultant for each project will be described in other appropriate sections of this Contract and in individual Task Orders.

Consultant agrees to furnish all labor, materials, tools, and equipment necessary to perform the Work and Services, and to furnish all deliverables in accordance with the requirements of each Task Order. Refer to Attachment 2 for sample Task Order Form.

ARTICLE I – CONTRACT DOCUMENTS

The Contract Documents on which this agreement between the City and Consultant 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:

1. Exhibit 1- RFQ packet and all associated addenda	2. Exhibit 2 – Consultant Response to RFQ
3. Master Contract	4. Negotiated Billable Rates
5. Truth in Negotiations form	6. Statement of Qualification
7. Certificate-Contract Execution	8. Drug-Free Workplace Form
9. E-Verify Form	10. Public Entity Crime Form
11. Cert. Regarding Debarment	12. Scrutinized Company Affidavit
13. Reference Form	14. Foreign Disclosure Form
15. Non-collusion Affidavit Form	16. Cert. of Compliance with Grant Funding (2CFR Part 200 & Appendix II)
17. Conflict of Interest Disclosure	18. SAM.gov Registration
19. Appendix A – Grant related Aid Special Provisions	20. General Conditions

21. Copy of Business Tax Receipt & State of Florida Registration	22. Attachment 1 – City Supplemental Instructions
23. Attachment 2 – Task Order Template	

ARTICLE II - TERM, SCHEDULE AND TIME OF PERFORMANCE

A. **Term.** The term of this Contract shall be for three (3) years from the Effective Date herein, with two (2) optional one (1) year extensions thereof upon written consent of the parties.

1) **Effective Date.** The Effective Date of this Contract shall be the date upon which the last party to this Contract has dated and executed the same.

2) **Completion Date**. The Completion Date of this Contract shall be no later than 36 months from the Effective Date hereof, unless extended by mutual written agreement of the parties. All Work under this Contract shall be completed for use no later than the Completion Date.

3) **Surviving Obligations.** For a period of 36 months after the Completion Date, the Consultant shall have a continuing obligation to provide access to each of the key Consultant personnel identified in Article VIII, paragraph B for the limited purpose of providing clarification regarding the Work. The Consultant shall be compensated for any such continuing services for a fee agreed to by the parties pursuant to **GC9-CONTRACT AMENDMENTS, CHANGE ORDERS.**

B. **Task Order Commencement and Completion Dates.** Consultant shall commence the planning work for each Task Order upon the issuance of a Notice to Proceed by the City, and on the commencement date indicated thereon. This date shall be known as the "Task Order Commencement Date."

Consultant shall prosecute the work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Scope of Work and services for each Task Order and the time stated for completion therein. This date shall be known as the "Task Order Completion Date." A fifteen (15) business day period has been included in the allotted time for completion to allow for mailing of this Contract and Consultant's submission of any required submittals. Consultant will not be allowed to commence the Work until all required submittals are received and approved.

C. **Time is of the Essence.** The Task Order Commencement and Completion Dates

are essential conditions hereof. In addition, time is of the essence for each and every aspect of this Contract. Where additional time is allowed for the completion of the Work, the new time limit shall also be of the essence.

ARTICLE III - STATEMENT OF WORK AND DELIVERABLES

A. **Statement of Work.** The Consultant agrees to perform all necessary professional services, projects design services, construction phase services, design-build services, and other services in connection with the assigned project as required and set forth in the following:

1) The Consultant will endeavor not to duplicate any previous Work done on any project. Before issuances of a Task Order and written authorization to proceed, the Consultant shall consult with the City to clarify and define the City's requirements for the project and review all available data.
2) Upon request, the Consultant shall attend conferences with the City and its representatives, as provided in each Task Order.
3) In order to accomplish the work described under this Contract under the time frames and conditions set forth in this Contract, the Consultant shall observe the following requirements:
    i. The Consultant shall complete their work on the project within the time allowed by maintaining an adequate qualified, registered, and certified personnel on the work at all times.
    ii. The consultant shall comply with all Federal, State, and Local laws applicable to the projects(s). The Consultant's work product shall conform with all Federal, State, and Local laws applicable to the project(s).
    iii. The Consultant shall prepare all necessary sketches, permit applications drawings, and complete all application forms to accompany the City's application for any required Federal, State, or Local permits. The Consultant shall reply to all permitting agency's requests for additional information related to a permit application as described in each Task Order.
    iv. The Consultant shall cooperate fully with the City in order that all phases of the work may be properly scheduled and coordinated.

v. As Described in each Task Order, the Consultant shall send the appropriate quantities of complete preliminary sets of construction plans to the City, County, State or Federal regulatory agency from which a permit or other approval is required, prior to the final approval of the Design by the City's Consultant or their designee. The Consultant shall coordinate the project design with all agencies as described in each Task Order.

vi. The Consultant shall contact all utility companies having installations in the vicinity of the proposed work and consider relocation of utilities, if necessary. The Consultant shall provide the City with all known information relative to any required utility adjustments, relocations, and installations, and shall show all known above and below ground utilities on the final design plans.

vii. The Consultant shall report the status of this project to the City's Project Manager upon request and hold all drawings, calculations, and related work open to the inspection of the City's Project Manager or their authorized designee at any time, upon reasonable request.

4) The Consultant shall furnish additional copies of reports, drawings, specifications, bidding and construction contract documents, and other pertinent items, as described in each Task Order to, Federal, State, and Local agencies from which approval of the Project must be obtained, prospective bidders, material suppliers, and other interested parties, but may charge only for the actual cost of providing such copies. The Consultant shall furnish to the City with the agreed upon number of sets of the drawings, bidding and construction contract documents, specifications, reports and other pertinent items as set forth in individual Task Orders. The cost of these sets of documents are not included in the base compensation paid to the Consultant but will be paid as a direct expense. All original documents, survey notes, field books, tracings, and the like, including all items furnished to the Consultant by the City pursuant to this Contract are and shall remain the property of the City, and shall be delivered to the City upon completion of the work. All items prepared by the Consultant shall be created, maintained, updated, and

provided in the format as specified by the City as described in each Task Order.

5) All construction drawings prepared by the Consultant shall be of sufficient detail to permit the actual location of the proposed improvements on the ground by a third party (i.e. the third party shall be able to accurately locate the proposed improvements on the ground using only the information contained in the Consultant's drawings).
6) The Consultant acknowledges that preparation of all applicable permits for the City's submittal to governmental regulatory agencies, and the Consultant's written responses to all regulatory agencies' questions, are included within the scope of base compensation in each particular Task Order. Any additional work required by regulatory agencies which establish such regulations after the effective date of the particular Task Order, shall be an additional service, and the City shall compensate the Consultant in accordance with **GC-9 Contract Amendments; Change Orders** of the General Conditions (Attached and incorporated into this Contract), and in accordance with the fee schedule in an approved Task Order. Written approval by the City shall be required prior to commencement of any additional work.
7) If the City proposes to construct the improvements in a phased manner, the Consultant shall prepare detailed master plan drawings as required by the applicable Task Order.
8) Compensation to the Consultant for services shall be in accordance with each Task Order, as mutually agreed upon by the Consultant and the City. Schedule of current hourly billing rates are included in "Exhibit 2" attached and will be included as part of each Task Order when approved. Listed billing hourly rates shall remain firm for the first 12 months. Thereafter, any request for increase shall be submitted to the Purchasing and Contracting Administrator no less than 60 days prior to requested effective date for review and approval. If approved by the City, both parties must agree to the new rates in writing.

The Statement of Work does not include assistance in litigation undertaken or defended by the City. However, Consultant agrees to testify and assist the City in any litigation that is dependent upon or related to the services performed under this Contract at the same hourly rate as provided for herein.

B. **Deliverables.** Consultant shall deliver all products and deliverables as stated therein. Consultant is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be consistent with professional standard of care for similar work. Consultant shall correct intentional or negligent errors, omissions or deletions in the services to be performed without additional compensation from the City. Unless otherwise specifically provided for herein, Consultant shall provide and pay for all materials, labor, and other facilities and equipment as are necessary for the performance of the Work. The City's Project Manager shall make a final acceptance inspection of the deliverables when they are completed in all respects in accordance herewith. The parties may at any time agree in the form of a written amendment to make changes within the general scope of the Contract to the Work to be provided hereunder. Neither party shall unreasonably withhold consent to any such amendment.

C. **Progress Schedule**. Consultant shall provide an updated progress schedule with each payment request, taking into account all delays, Change Orders, etc. Failure to provide an updated progress schedule will be cause to withhold payment to Consultant until such time as the updated schedule is received.

D. **Progress Reports.** Does not apply to this Contract.

E. **Ownership**. Ownership and copyright to all reports and all accompanying data (in all formats) produced pursuant to Work shall be vested in the City. Any reuse, misuse, modification, or use of incomplete work product is at the sole risk of City or any third party relying on the work product and without liability to consultant. Any source documents or any other documents or materials developed, secured or used in the performance of this Contract shall be considered property of the entity from which such documents or materials originated.

F. **Consultant Computer Codes.** If any existing computer codes required for the development of a model selected by Consultant and necessary for use in completing the Work are deemed proprietary by Consultant, then Consultant grants to the City and its assignees, a non-exclusive license to use the proprietary computer model codes for the sole purpose of utilization and/or further development of the Work, and agrees to indemnify and hold the City harmless from all costs, damages, and expenses, including attorney's fees, arising from any claim, right, or suit over the

proprietary interests in the computer codes developed for the Work, including the costs, damages, and expenses, including attorneys' fees, incurred by the City in the event of claims brought pursuant to Chapter 119, Fla. Statutes. Documentation of Consultant's proprietary rights shall be provided to the City upon request. When submitted to the City, the Consultant's computer codes may become public records subject to the provisions of Chapter 119, Fla. Statutes.

G. **Other Computer Codes.** Consultant shall not be entitled to claim any proprietary right to computer codes that are developed by Consultant in fulfilling the requirements of the Work, which shall be considered "work for hire" under applicable copyright and/or patent law. Such computer codes, which constitute a Deliverable hereunder, are the sole and exclusive property of the City. The City may copyright or patent such computer codes in their own name to the full extent authorized by law.

ARTICLE IV - COMPENSATION

For satisfactory performance of the Work, the City agrees to pay, and the Consultant agrees to accept, for services rendered pursuant to this Contract, fees in accordance with the following:

A. **Professional Services Fee.** The City and the Consultant shall, prior to the issuance of each Task Order, mutually agree upon the base compensation fee for professional services included in Task Order and such amount shall be indicated in the Task Order to be formally approved by the City.

B. **Direct Payment for Additional Services.** The City agrees to pay on a direct basis for services or goods provided by others working in conjunction with the Consultant, as follows:

   1) **Printing and Reproduction.** Consultant shall include in its pricing for each Task Order the cost of all printing and reproduction required for said Task Order. The City shall make direct payment to the Consultant for the cost of printing project plan sheets and other documents required for the project. The maximum cost allowed for per blueprint, mylar, or sepia utilized for this purpose shall be set forth in the Task Order.

   2) **Subconsultants Services**. All subconsultant services are considered a direct expense and will be negotiated at the time of Task Order is negotiation. The City Project Manager will evaluate to ensure that the expenses are fair and

reasonable.

3) **Out-of-Pocket Expenses.** Out-of-pocket or miscellaneous expenses that are anticipated to be required throughout the life of the Task Order such as travel, parking fees, tolls, etc., will be evaluated by the City Project Manager to ensure they are fair and reasonable. The City reserves the right to request backup documentation to accompany any invoice for this evaluation process. Any travel related reimbursement will be processed in accordance to the City's current travel policy.

C. **Invoicing Procedure.** All invoices shall be submitted to the City of Titusville, Project Manager, directly as determined on a Task Order basis. Consultant shall submit monthly invoices based upon the actual portion of the Work performed (percentage of Task Complete) and shall bill as per the Task Order fee breakdown schedule. All payment requests shall contain the contract number, Consultant's name and address, name of City Project Manager, and name of the Consultant's Project Manager.

All invoices shall be approved by the City as a condition precedent to payment. Payment requests that do not correspond to the appropriate Task Order or other requirements of this paragraph will be returned to the Consultant without action within twenty (20) business days of receipt and shall state the basis for rejection of the invoice. Timely payments shall be made in accordance with §218.74 of Florida Statute, Local Government Prompt Payment Act within forty-five (45) days of receipt of an invoice that conforms to this Article.

D. **Payments.** The City shall make partial payments to the Consultant on the basis of duly certified and approved invoices for Work performed by the Consultant that has been certified by the City. The City shall pay the Consultant for each approved invoice, subject to the withholding of any payments as provided in Paragraphs "E" and "F" below.

E. **Payments Withheld**. The City may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the City from loss as a result of: (1) defective Work not remedied; (2) failure of Consultant to make payments when due to subcontractors or suppliers for materials or labor; (3) the City's determination that the Work cannot be completed for the remaining or unpaid funds; (4) failure to maintain adequate progress

in the Work; or (5) any other material breach of this Contract. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

F. **Liquidated Damages.** None for this contract.

G. **Forfeiture of Final Payment.** Consultant shall submit the final invoice to the City not later than 90 days after the Completion Date. CONSULTANT'S FAILURE TO SUBMIT THE FINAL INVOICE TO THE CITY WITHIN THE TIME FRAME ESTABLISHED HEREIN SHALL BE A FORFEITURE OF ANY REMAINING AMOUNT DUE UNDER THE CONTRACT.

H. **Release.** Upon the satisfactory completion of the Work, the City will provide a written statement to Consultant accepting all deliverables. Acceptance of the final payment shall be considered as a release in full of all claims against the City, or any of its members, agents, and employees, arising from or by reason of the Work done and materials furnished hereunder, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Contract.

ARTICLE V - INDEMNITY AND INSURANCE

A. As a part of the consideration provided hereunder by the City, the City and Consultant agree that Consultant shall indemnify and hold harmless the City, its public officers, and employees, from all 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 Consultant and persons employed or utilized by Consultant in the performance of this contract.

B. Consultant shall acquire and maintain all insurance required by the General Conditions, provided, however, that the General Conditions may be superseded by an attachment hereto.

ARTICLE VI - FUNDING CONTINGENCY

This Contract is at all times contingent upon funding, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the City; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Contracts that extend for a period of more than one (1) year are subject to annual appropriation of funds, in the sole discretion and judgment of the City, for each succeeding year. Should the Work provided

for hereunder not be approved, in whole or in part, for funding by an external funding source, or the City in succeeding years, the City shall so notify Consultant, and this Contract shall be deemed terminated for convenience in accordance with **GC-13 TERMINATION FOR CONVENIENCE** thirty (30) days after receipt of such notice, or within such additional time as the City may allow.

ARTICLE VII - PROJECT MANAGEMENT

A. **Project Managers.** The individuals listed below shall be responsible for overall coordination, oversight, and management of the Work. The parties agree to the following persons being designated as the City's Project Manager and the Consultant's Project Manager:

CITY	CONSULTANT
Ashleigh Smith, P.E. Engineering and Projects City of Titusville	Kris Samples, P.E. DBIA Vice President Mead & Hunt, Inc.
555 S. Washington Ave. Titusville, Florida 32796-3584 Phone # (321) 567-3896 E-mail:Ashleigh.smith@titusville.com	4401 Eastport Parkway Port Orange, FL 32127 (386) 761-6810 E-mail:kris.samples@meadhunt.com

City Project Manager. The City's assigned Project Manager shall have complete responsibility to transmit instructions, receive information, and communicate policies and decisions regarding all matters pertinent to performance of the Work.

B. **Change in Project Manager.** Either party to this Contract may change its Project Manager by providing not less than ten (10) working days prior written notice of the change to the other party; provided, however, that in the event Consultant's Project Manager is designated as Key Consultant personnel pursuant to Article VII. F, the provisions thereof shall apply. The City reserves the right to request Consultant to replace its Project Manager if said Manager is unable to carry the Work forward in a competent manner or fails to follow instructions or the specifications, or for other reasonable cause.

C. **Supervision**. Consultant shall provide efficient supervision of the Work, using its professional skill and attention. If the City produces documented evidence and informs the Consultant that any person on the job is working contrary to the Contract or the instructions of the City, that person shall thereupon be immediately dismissed from the project and shall not be given employment on any work connected with this

Contract.

D. **Notices.** All notices to each party shall be in writing and shall be either hand-delivered or sent via U.S. certified mail or e-mail to the respective party's Project Manager at the names and addresses specified above. All notices shall be considered delivered upon receipt. Should either party change its address, written notice of the new address shall be sent to the other party within five (5) business days.

Any notices or correspondence relating to this service shall be addressed to:

City Manager
555 S. Washington Avenue
Titusville, FL 32796

With copies to:
Purchasing and Contracting Administration
555 S. Washington Avenue
Titusville, FL 32796

E. **Key Consultant Personnel.** Consultant acknowledges its understanding that the experience level of key Consultant personnel to be involved in performance of the Work was a material factor that was considered by the City in determining to enter into this Contract with Consultant.

Tonya Sonier, PE – Client Manager	**Brad Blais, PE – Contract Manager**
David King, PE – Quality Control Director	
Utility Services	
Casey Cissell, PE, Env SP	Anant Sriram, PE
Russ Ferlita, PE, PhD	Mark Perkins, PE
Kris Samples, PE, DBIA	Nick Charnas, PE, CFM
Pratika Patil, Env SP	Justin Kise, PE
Sheryl Parsons,	John Mischele
Keff Kurella, PE	Bill Black, PE
Noah Adamoski	Andrew Perry, PSM
Nicholas Andreyev	Richard E. Hoaglin, PE
Joe H. Young, III	

Consultant shall not substitute key personnel without the prior written consent of the City. In the event key personnel leave the Consultant's employ during the term of this Contract, the City shall have the right to approve substitute key personnel. In the event the parties cannot agree upon substitute personnel, the City may terminate this Contract for convenience, as provided in **GC -13 TERMINATION FOR CONVENIENCE**.

F. **Assignment and Subcontracts**. Consultant shall not sublet, assign, or transfer any Work, in whole or in part, or assign any moneys due or to become due hereunder,

without the prior written consent of the City. Consultant shall notify the City's Project Manager in writing of the names of subcontractors proposed for the services, if different than the team specified in the applicable selection prior to execution of the Contract. Neither City approval of a subcontractor nor any other provision of this Contract shall create a contractual relationship between any subcontractor and the City. Consultant shall be responsible for the fulfillment of all work elements included in the subcontracts and shall be responsible for the payment of all monies due under any subcontract. Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for its own acts and omissions. Consultant shall hold the City harmless from any liability or damages arising under or from any subcontract to the extent allowed by law. The subcontractor(s) shall provide evidence of said hold harmless and indemnity prior to commencement of work.

ARTICLE VIII - CCNA PROVISIONS

A. **Contingency Fees**. Pursuant to section 287.055(6)(a), Fla. Stat., Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, 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 Consultant, any fee, commission, percentage, gift, or other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of these provisions, the City may terminate this Contract without liability and, at its discretion, deduct from the contract price or otherwise recover the full amount of any such fee, commission, percentage, gift, or other consideration.

B. **Truth-in-Negotiations.** This provision applies only to lump sum or cost-plus-a-fixed-fee contracts entered into in excess of $150,000 (see section 287.055(5)(a), Fla. Stat.). Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

ARTICLE IX – TERMINATION

A. **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 thirty (30) days written notice to the Consultant. Upon receiving notice of termination, the Consultant 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 Consultant shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

1. In the event of such termination, the Consultant shall be compensated for acceptable services rendered prior to the date of termination and for materials ordered prior to the receipt of notice of termination that cannot be returned. Any such materials and any services rendered by the Consultant shall become the property of the City.
2. Consultant waives all claims for compensation in excess of that which is specifically provided for herein, including but not limited to, loss of anticipated profits, idle equipment, labor, facilities, and claims of subcontractors and vendors.

B. **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, Consultant's:

1. Failing to carry forward and complete Work in accordance with the requirements hereof;
2. Failing to comply with applicable laws, regulations, permits, or ordinances;
3. Failing to timely commence or continuously and vigorously pursue correction of defective Work;
4. Making a general assignment for the benefit of its creditors;
5. Having a receiver appointed because of insolvency;
6. Filing bankruptcy or having a petition for involuntary bankruptcy filed against it;
7. Failing to make prompt payments, when properly due, to sub-Contractors, 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 Consultant with written notice of its intention to terminate this Contract for cause, which shall provide the effective date of termination. Such notice shall state the nature of the deficiency and, at the City's sole judgement and discretion, may afford Consultant 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, Consultant 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 Consultant. If the expense exceeds the unpaid balance, Consultant shall pay the difference to the City. The expense incurred by the City and the damage incurred through Consultant's default will be certified by the City.

C. **Bankruptcy**. If the Consultant 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 Consultant 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 Document, then the City may – by at least five (5) days prior written notice to the Consultant – without prejudice to any other rights or remedies of the Owner under the contract, terminate the Consultant's right to proceed with the work. In such event, the Owner may take over the Work and proceed with same to completion – by Contract or otherwise – and the Consultant and its Sureties shall be liable to the City for any excess cost incurred by the City. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the Contract Documents.

ARTICLE X – PERSONNEL

A. **Civil Rights.** Pursuant to Chapter 760, Fla. Stat., Consultant shall not discriminate against any employee or applicant for employment because of race, color religion, sex, national origin, age, handicap, or marital status.

B. **Public Entity Crime.** The Consultant shall file a sworn statement with the City which is attached, stating whether a person or affiliate as defined in Section 287.133 (1), Florida Statutes, has been convicted of a public entity crime subsequent to July 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.

C. **Drug-Free Workplace.** The contract documents also consist of the "Drug- Free Workplace Form" which is in accordance with Florida Statute §287.087 and must be signed.

D. **E-Verify.** As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Consultant and its subconsultants shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

1. Consultant shall require each of its subconsultants to provide Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subconsultants' affidavit as part of and pursuant to the records retention requirements of this Contract.
2. The City, Consultant, or any Subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subconsultant knowingly violated the provisions of this section, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subconsultant.
4. 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), Fla. Stat. Consultant acknowledges that upon termination of this Contract by the

City for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

5. Subcontracts: Consultant or Subconsultant 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. Consultant shall be responsible for compliance by any Subconsultant or lower tier subcontractor with the clauses set forth in this section.

ARTICLE XI - MISCELLANEOUS PROVISIONS

A. **Interest of Consultant**. Consultant certifies that no officer, agent, or employee of the City has any material interest, as defined in Chapter 112, Fla. Stat., either directly or indirectly, in the business of Consultant to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Contract.

B. **Independent Contractor.** Consultant is an independent contractor. Neither Consultant nor Consultant's employees are employees of the City. Consultant shall have the right to control and direct the means and methods by which the Work is accomplished. Consultant may perform services for others, which solely utilize Consultant's facilities and do not violate any confidentiality requirements of this Contract. Consultant is solely responsible for compliance with all labor and tax laws pertaining to Consultant, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Consultant's duties with respect to Consultant, its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if Consultant is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance

of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the City provides training, equipment, materials, or facilities or otherwise facilitate performance of the Work, this shall not affect any of Consultant's duties hereunder or alter Consultant's status as an independent contractor.

C. **Grant Funding Requirements:** *(when applicable to Task Order assignment)* See Appendix A

D. **Certification of Restrictions on Lobbying.** The Consultant agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Consultant 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 Consultant 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 FDOT Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

E. **Conflicting Employment.** Consultant hereby represents that it has no undisclosed conflict of interest between the services to be provided under this Contract and services being provided by Consultant to any other clients. Should Consultant or the City become aware of any such conflict of interest, that party will promptly notify the other party thereof. Consultant and the City shall negotiate in good faith to resolve the conflict. If Consultant and the City cannot resolve the conflict of interest, the City may terminate this Contract upon ten (10) days prior written notice if Consultant fails to resolve the conflict within such time period. In no case shall the Consultant's Project Manager, or other key personnel who have been so identified in the Article VI. F., be directly involved in providing services to other clients associated with the conflict.

Notwithstanding the foregoing, Consultant may accept retainers from or be employed by third parties whose interest appear conflicting or inconsistent with that of the City if, after full written disclosure of the facts to the City, the City determines that the apparent conflict shall not interfere with the performance of the Work by Consultant.

F. **Audit: Access to Records.** Consultant agrees that the City or its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds hereunder, have access to examine any of Consultant's books, documents, papers, and other records involving transactions related to this Contract. Consultant shall preserve all such records for a period of not less than three (3) years. Payment(s) made hereunder shall be reduced for amounts charged that are found on the basis of audit examination not to constitute allowable costs. Consultant shall refund any such reduction of payments. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. Consultant will provide proper facilities for access to and inspection of all required records.

G. **Release of Information.** Records of Consultant that are made or received in the course of performance of the Work may be public records that are subject to the requirements of Chapter 119, Fla. Stat. However, some records may be confidential or exempt from disclosure under Chapter 119, Fla. Stat. In the event Consultant receives a request for any such records, Consultant shall notify the City's Project Manager and comply with Chapter 119, Fla. Stat. Consultant shall not prepare any news or press release in any way related to this Contract, without the City's written consent.

H. **Royalties and Patents.** Unless expressly provided otherwise herein, Consultant shall pay all royalties and patent and license fees necessary for performance of the Work and shall defend all suits or claims for infringement of any patent rights and save and hold the City harmless from loss on account thereof, provided, however, that the City shall be responsible for all such loss when the utilization of a particular process or the product of a particular manufacturer is specified by the City. If Consultant at any time has information that the process or article so specified is an infringement of a patent, it shall be responsible for such loss unless it promptly provides such information to the City. Consultant hereby certifies to the City that the Work to be performed pursuant to this Contract does not and will not infringe on any patent rights.

I. **Governing Law.** This Contract shall be governed by the laws of the State of Florida and venue for any action pursuant to the Contract 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.

J. **Venue.** In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings, if in state court, shall be in Brevard County, Florida, and if in federal court, shall be in the Middle District of Florida, Orlando Division.

K. **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.

L. **Conflicting Provisions.** If any provision hereof is found to be in conflict with any other, then the specific terms shall prevail over the general.

M. **Waiver of Right to Jury Trial.** In the event of any civil proceedings arising from or related to this Contract, Consultant hereby consents to trial by the court and waives its right to seek a jury trial in such proceedings; provided, however, that the parties may mutually agree to a jury trial.

N. **Construction of Contract.** This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to the preparation hereof.

O. **Entire Contract.** This Contract, upon execution by Consultant and the City, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. Consultant agrees that no representations have been made by the City to induce Consultant to enter into this Contract other than as expressly stated herein. This Contract cannot be changed orally or by any means other than written amendments referencing this Contract and signed by all parties.

P. **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.

Q. **Authority to Enter into Contract.** Each party to this Contract has the authority to enter into and form this Contract. The individuals signing the Contract have the authority to act as agents of their respective organizations. Each party acknowledges that they have read this Contract and will abide by it.

R. **Public Records**.

1. Records of the Consultant that are made or received in the course of performance of the Consultant's obligations under this Contract may be public records that are subject to the requirements of Chapter 119, Florida Statutes and accordingly Consultant 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 Statutes. In the event the Consultant receives a request for any such records, the Consultant shall notify the City and comply with Chapter 119, Florida Statutes. The Consultant shall not prepare any news or press release in any way related to this Contract, without the City's written consent. Consultant hereby agrees to comply with the following: As provided in Section 119.0701, Florida Statutes, the Consultant is required to, and by executing this Contract, the Consultant agrees to:
   a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
   b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes or as otherwise provided by law.

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

d) Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the contract, Consultant 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.

2. 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 CONSULTANT HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO CONSULTANT'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.

IN WITNESS WHEREOF, the City of Titusville has caused this Contract to be executed on the day and year written below in its name by its Mayor, and Consultant has caused this Contract to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached.

CONSULTANT:
Mead & Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127

By _____
Kris Samples, P.E. DBIA
Vice President

Date: 3/30/23

OWNER;
City of Titusville
555 S. Washington Ave.
Titusville, FL 32796

By _____
Daniel E. Diesel, Mayor

Date 4-10-23

ATTEST:

Wanda F. Wells, City Clerk

Date 4-10-23

APPROVED AS TO FORM:

Richard C. Broome, City Attorney

Date 4-7-2023

APPROVED AS TO CONTENT:

William S. Larese, City Manager

Date 4-10-23

Staff Preparation:

Date 4/3/2023
Leslie A. Rothering, Purchasing & Contracting Administrator

Date 4/5/23
Ashleigh Smith, Engineering & Projects

CO23Q006/TB -APPENDIX A

SPECIAL PROVISIONS

Contract Clauses required under 2 CFR Part 200 and Appendix II to 2CFR Part 200 (85 FR 49577, effective date November 12, 2020)

The following provisions apply to this Contract, are part of the Contract documents, and control over any conflicting provisions to other contract provisions:

(1) VIOLATION OR BREACH OF CONTRACT TERMS

See the following Contract provisions:

- Liquidated Damages, see Contract Paragraph 1.03, Section 00500, and Paragraph 1.05; and Section 00700, Paragraphs 14.10
- Suspension of Work and Termination, see Section 00700, Article 14 Dispute Resolution, see Section 00700, Article 16

(2) EQUAL EMPLOYMENT OPPORTUNITY

The provisions of this Section apply to "federally assisted construction contracts" as defined in 41 CFR Part 60-1.3

(A) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(B) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(C) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a

formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

(D) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(E) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(F) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(G) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(H) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The Owner further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work

on or under the contract.

The Owner agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Consultants and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Owner further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Consultants and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Owner agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(3) CONTRACT WORK HOURS AND SAFETY STANDARD ACT

The provisions of this section apply to construction contracts in excess of $100,000 that use mechanics or laborers, as required by 40 U.S.C. 3702 and 3704 as supplemented by 29 CFR Part 5.

No Consultant or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic to work for the Consultant or subcontractor in excess of forty hours in a workweek for which he or she is employed by the Consultant/subcontractor unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate for all hours worked in excess of forty hours in such workweek.

Additionally, neither the Consultant or any subcontractor shall require any laborer or mechanic employed in the performance of the work under this Contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation.

(4) CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The provisions of this Section apply to contracts and subgrants of amounts in excess of $150,000.

(A) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 – 7671q).
(B) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
(C) The Consultant agrees to report each violation to the County. The Consultant and the County will, in turn, report each violation to the United States Treasury, and the Regional Office of the Environmental Protection Agency (EPA).

(5) DEBARMENT AND SUSPENSION

The provisions of this section apply to subcontracts with a value equal or in excess of $25,000.

(A) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

(B) SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(C) The Consultant verifies and certifies the neither the Consultant, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (as defined at 2 CFR 180.940) or disqualified (defined at 2CFR Section 180.935) from participating in this Contract.

(D) The Consultant certifies and agrees to comply with 2 CFR Part 180, Subpart C throughout the term of the Contract and agrees to include a requirement to comply with these regulations in any lower tier covered transaction entered into by the Consultant with subcontractors.

(E) These certifications are material representations of fact relied upon by the Owner. If it is later determined that the Consultant did not comply with 2 CFR Part 180, subpart C, in addition to the remedies available to the Owner, the State of Florida, the Federal Government may pursue available remedies, including but limited to suspension and/or debarment.

(6) BYRD ANTI-LOBBYING AMENDMENT.

The provisions of this Section apply to contracts valued at $100,000 or more.

The Contactor certifies, to the best of his or her knowledge and belief, that:

(A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of an 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.

(B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(C) The Consultant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(D) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(7) PROCUREMENT OF RECOVERED MATERIALS

The Consultant 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 CFR 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.

(8) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(A) The Consultant is 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).

(a) 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).

(b) Telecommunications or video surveillance services provided by such entities or using such equipment.

(c) 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.

(D) See also 2 CFR 200.471.

(9) DOMESTIC PREFERENCES FOR PROCUREMENTS

(A) As appropriate and to the extent consistent with law, the County, given federal funds are being used to fund this Contract, informs the Consultant of the preference, to the greatest extent practicable, 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). The requirements of this section must be included 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 impart 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.

(10) CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

(To be submitted with each bid or offer exceeding $100,000)
The Consultant certifies, to the best of his or her knowledge, that:

(A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

(B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(C) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite

for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Consultant certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

(11) ADDITIONAL FEMA REQUIREMENTS

(A) **Access to Records**:

(1) The consultant agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers and records of the consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The consultant agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

(B) DHS (Department of Homeland Security) Seal, Logo and Flags

The consultant shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(C) Compliance with Federal Law, Regulations and Executive Orders

The consultant acknowledges that FEMA financial assistance will be used to fund the contract only. The consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

(D) No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.

(E) Fraud and False or Fraudulent or Related Acts

The consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the consultant's actions pertaining to this contract.

TASK ORDER FOR PROFESSIONAL ENGINEERING CONTINUING CONSULTING SERVICES AGREEMENT

City of Titusville
Purchasing & Contracting Division

Post Office Box 2806
(555 South Washington Avenue)
Titusville, FL 32781-2806
(32796-3584)

CONTRACT#:	CO23Q006 TB MH	**TASK ORDER#:**	MHTO007
CONSULTANT:	Mead & Hunt Inc.	**PROJECT#:**	WR2404
ADDRESS:	4401 Eastport Parkway	**PROJECT NAME:**	Osprey WWTP Filter Evaluation Report
	Port Orange, FL 32127		

By the signature affixed below, both the City and the Consultant agree to the following Contract work as per the Task Order stipulated herein. Upon proper execution of this document, the Consultant is hereby notified to commence work. All Task 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 Task stipulated as follows:

Provide engineering consulting services a comprehensive technical evaluation of available tertiary filtration technologies to determine the most practical, reliable, and cost-effective solution for the Osprey WWTP. The evaluation will assess alternatives such as rehabilitation of the existing sand filter, replacement with modern cloth media filtration systems, and replacement with a new disc filter system compatible with the existing Kruger installation. The study will compare each alternative based on hydraulic capacity, treatment performance, operational reliability, maintenance requirements, constructability, life-cycle costs, and compatibility with the existing treatment process. This Task Order shall be incorporated in and become part of the Non-Exclusive Professional Services Continuing Consulting Contract.

A) TOTAL AMOUNT OF TASK AWARDED PRIOR TO THIS TASK ORDER	$684,695.00
TOTAL AMOUNT FOR THIS TASK ORDER	$49,441.00
TOTAL AMOUNT OF TASK AWARDED INCLUDING THIS TASK ORDER	$734,136.00

B) TERM FOR THIS TASK ORDER

COMPLETION DATE FOR THIS TASK ORDER: _____ MM/DD/YYY or 240 #of Days from NTP

CONSULTANT *(Print)*:

Firm Name: Mead & Hunt

Authorized Staff Name _____

_____
(Signature) **Date**

CITY OF TITUSVILLE:

Tom Abbate
City Manager

_____
(Signature) **Date**

ATTEST: _____ _____
City Clerk **Date**

Approved as to Content

_____
(Signature) **Date**

City Manager *(Print)*

City of Titusville - Staff Reviews

Purchasing & Contracting Administrator *(Print)*	**(Signature)**	**Date**
(Council Approval August 11, 2026)		
Department Director Name/Department *(Print)*	**(Signature)**	**Date**

	Renewal	*City of Titusville* *Purchasing & Contracting Division* *PO Box 2806 (555 South Washington Avenue)* *Titusville, FL 32781-2806 (32796-3584)*

January 14, 2026

Mr. Kris Samples, P.E. DBIA., Vice President
Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127

RE: 1st Contract Renewal – CO23Q006TB_Mead & Hunt
Continuing Consulting Utility Services Projects

Dear Mr. Samples,

In accordance with the referenced contract dated April 10th, 2023, between the City of Titusville and Mead and Hunt, Inc, the City is hereby exercising the first (1) one-year administrative renewals. The term of the contract is hereby extended to **April 9th, 2027**.

An updated certificated of insurance (COI) listing the "City of Titusville" as an additional insured is requested with the appropriate coverages and limits as specified in Article V – Indemnity and Insurance of the agreement document. All other terms and conditions of the original contract remain in full force during the effective period of this renewal.

Mrs. Sandra Reller, Interim Public Works Director, shall remain the City's designated representative regarding any aspects of this agreement. Mrs. Reller can be reached at phone number (321) 567-3861 or via email: sandra.reller@titusville.com. All communications for this contract shall be sent to my attention, and Mrs. Reller shall be provided with copies of it.

We look forward to continuing this successful partnership in the coming year. If you have any questions, please do not hesitate to call Purchasing and Contracting at phone number (321) 567-3698 or via email at johana.diah@titusville.com.

Please sign below to indicate your concurrence and return to Purchasing and Contracting.

City of Titusville

Leslie Rothering
Purchasing & Contracting Administrator

Mead and Hunt, Inc

Kris Samples
Vice President

Cc: Sandra Reller, Interim Public Works Director
Purchasing & Contracting file

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Amendment No. 2 for the Seminole Lift Station Project**

Department/Office: Public Works

Recommended Action:

Approve Amendment #2 to work order CDMWR011 to CDM Smith, Inc in the amount of $33,000 to provide additional construction services including grant compliance support and authorize the City Manager to execute the amendment.

Summary Explanation & Background:

The New Seminole Lift Station and Bayview Lift Station Demolition Project has been awarded and is under contract for construction. Although mobilized construction is not expected to begin until September 2026, preconstruction activities are underway, including shop drawing reviews, progress meetings, responses to requests for information (RFIs), and review of payment applications. The construction period is approximately 18 months, primarily due to long lead times for equipment and materials.

Amendment No. 2 is necessary to extend CDM Smith, Inc.’s construction-phase services through the full project duration and address grant compliance requirements that were not included in the original work order. Coronavirus State and Local Fiscal Recovery Funds (SLFRF) require the Engineer of Record to attend progress meetings, prepare meeting minutes, and certify payment applications and disbursement requests.

The amendment also provides for eight additional monthly progress meetings, 10 additional shop drawing reviews and resubmittals, and five additional RFIs.

Staff recommends that City Council approve Amendment No. 2 to Work Order No. CDMWR011 with CDM Smith, Inc. in the amount of $33,000 for additional construction-phase and grant compliance services and authorize the City Manager to execute the amendment.

Alternatives:

Do not award the amendment.

Item Budgeted:

Yes

Source/Use of Funds/Budget Book Page:
401-5555-536.65-00-WR2604

Strategic Plan:
Goal 2: Efficient & Effective Services

Strategic Plan Impact:
This project overall supports investing in aging infrastructure.

ATTACHMENTS:
1. Amendment 2_Titusville Seminole Lift Station Additional SDC June 19 2026 Signed
2. TO CDMTO011 CO2
3. CDM Smith Inc - Continuing Consultant Utility Services Projects - CO23Q006 - Contract
4. CDM Smith Inc - Continuing Consultant Services - CO17Q030WR - Contract

AMENDMENT NO. 2
To Work Order No. CDMWR011
City of Titusville Replacement of the Seminole Lift Station
and Demolition of the Bayview Lift Station

This Amendment No. 2, when executed, shall be incorporated into and become part of the Contract for Continuing Consulting Services between the City of Titusville (City) and CDM Smith Inc. (Consultant), Contract No. 17Q30WR, dated March 13, 2018, hereafter referred to as the CONTRACT.

PROJECT BACKGROUND

Work Order No. CDMWR011 was issued by the City on June 7, 2022, for the Consultant to provide design services and services during construction to certify the construction is in conformance with the design documents. Design services include diversion of flows from the Bayview sanitary sewer collection system to a new Seminole Lift Station (LS) and demolishing and decommissioning the existing Bayview LS (Project) as described in Alternative No.2 of the "WR1904 – Bayview Lift Station Alternatives Evaluation" dated June 18, 2021.

Flows from the Titusville High School (THS), Bayview, and Seminole Lift Stations (LSs) are currently pumped to a manhole on South Street. Under Amendment No. 1, the Consultant completed a hydraulic evaluation that considered the City's long-term goal to bypass the South Street manhole and assessed alternative discharge routing for the THS LS. The evaluation analyzed system hydraulics under proposed bypass conditions and was used to establish the appropriate pump capacities and operating conditions required to convey THS flows while bypassing the South Street manhole. The evaluation further informed the City's understanding of infrastructure limitations, operational impacts, and long-term planning considerations associated with rerouting THS LS flows.

The City was awarded grant funding for the Bayview Sewage Lift Station #31 Elimination Project under the Florida Department of Environmental Protection's (FDEP) Resilient Florida Program, which is federally funded through Coronavirus State and Local Fiscal Recovery Funds (SLFRF). The executed grant agreement includes specific construction-phase Engineer-of-Record (EOR) requirements, detailed reporting obligations, and strict federal performance and expenditure deadlines.

Subsequent coordination with FDEP has emphasized that all grant deliverables must be submitted by June 30, 2026, accepted by September 30, 2026, and final reimbursement requests submitted no later than October 31, 2026, with the Coronavirus SLFRF funds fully expended by December 31, 2026. To support compliance with these requirements, the City requested additional services during construction, including EOR support, coordination with FDEP, preparation of required documentation, and certification of completed work necessary to satisfy grant deliverables and reimbursement milestones.

Under the original Work Order, the expected construction duration for the project was ten months. Following the design and bidding of the project, the contracted construction duration is 18 months. Amendment 2 includes the additional limited construction services required to cover the

contracted duration and assist the City with maintaining continued compliance with the Resilient Florida Program grant agreement and applicable federal requirements.

SCOPE OF SERVICES

Task 11 – Additional Services During Construction – Grant Compliance Support for Payment Requests

The Consultant will provide limited grant compliance support for up to three payment applications associated with the FDEP Resilient Florida Program grant requirements, including federally funded Coronavirus State and Local Fiscal Recovery Funds (SLFRF) provisions. Services under this Task are limited to preparation and execution of Engineer's Certifications for Payment Requests and directly related supporting documentation necessary to support the City's grant reimbursement requests.

Task 12 – Additional Construction Services

Consultant will provide additional limited construction services to accommodate the contractor's construction schedule of 18 months. The Consultant will perform the following additional limited construction services under this Task:

- Attend an additional 8 monthly progress meetings followed by a site visit.
- Review an additional 10 shop drawings plus 1 resubmittal each for a total of 20 additional shop drawing reviews.
- Respond to an additional five requests for information (RFIs).

Assumptions

- The assumptions contained in the original Work Order remain in effect except as expressly modified herein.
- Grant requirements addressed under this Amendment include additional pay application certifications that were not contemplated in the original Work Order.
- The Consultant's services that are provided under Task 11 are to support the City's compliance with grant requirements and do not guarantee grant acceptance, reimbursement, or funding eligibility.
- Full-time inspection services are not included.

SCHEDULE

An additional eight months of project time will be added to the Work Order to accommodate the Contractor's schedule. Consultant will prepare an updated detailed schedule to align with the Contractor's schedule within the first 30 calendar days after NTP.

COMPENSATION AND PAYMENT

Compensation for this Amendment No. 2 described herein shall be made in accordance with the Contract between City and Consultant on the basis of lump sum fee. The lump sum amount for this Amendment No. 2 is $33,000 for a new total lump sum fee of **$531,431.08**. Consultant will submit monthly invoices for services rendered based on the actual portion of work completed.

Tasks - Description	Estimated Value
Task 11–Grant Compliance Support for Payment Requests	$1,500
Task 12 – Additional Construction Services	$31,500
Amendment No. 2 Total Lump Sum Fee	**$33,000**

EXECUTION OF QUALIFICATIONS AND SCOPE STATEMENTS

The undersigned Consultant Principal attests that the submitted qualifications and scope statements are accurate, are within the professional services practice and capability of the Consultant and subconsultants and form the proposed basis for executing the Work Order.

(Signature)

June 19, 2026
(Date)

TASK ORDER FOR PROFESSIONAL ENGINEERING CONTINUING CONSULTING SERVICES AGREEMENT

City of Titusville
Purchasing & Contracting Division

Post Office Box 2806
(555 South Washington Avenue)
Titusville, FL 32781-2806
(32796-3584)

CONTRACT#:	CO17Q30 TB CDM Smith	**TASK ORDER#:**	CDMWR011 Amendment #2
CONSULTANT:	CDM Smith Inc.	**PROJECT#:**	WR2307
ADDRESS:	101 Southhall La. Ste 200, Maitland, FL	**PROJECT NAME:**	Replacement of Seminole Lift Station and Demolition of the Bayview Lift Station

By the signature affixed below, both the City and the Consultant agree to the following Contract work as per the Task Order stipulated herein. Upon proper execution of this document, the Consultant is hereby notified to commence work. All Task 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 Task stipulated as follows:

Provide engineering consulting services to support City requested additional services during construction, including EOR support, coordination with FDEP, preparation of required documentation, and certification of completed work necessary to satisfy grant deliverables and reimbursement milestones. This Task Order CDMWR011 Amendment #2 shall be incorporated in and become part of the Non-Exclusive Professional Services Continuing Consulting Contract.

A) TOTAL AMOUNT OF TASK AWARDED PRIOR TO THIS TASK ORDER	$498,431.08
TOTAL AMOUNT FOR THIS TASK ORDER	$33,000.00
TOTAL AMOUNT OF TASK AWARDED INCLUDING THIS TASK ORDER	$531,431.08

B) TERM FOR THIS TASK ORDER

COMPLETION DATE FOR THIS TASK ORDER: _____ MM/DD/YYY or 8 months #of Days from NTP

CONSULTANT *(Print)*:

Firm Name: CDM Smith Inc.

Authorized Staff Name _____

_____
(Signature) **Date**

CITY OF TITUSVILLE:

Tom Abbate
City Manager

_____
(Signature) **Date**

ATTEST: _____ _____
City Clerk **Date**

Approved as to Content

_____
(Signature) **Date**

City Manager *(Print)*

City of Titusville - Staff Reviews

_____ _____ _____
Purchasing & Contracting Administrator *(Print)* **(Signature)** **Date**

(Council Approval August 11, 2026)

_____ _____ _____
Department Director Name/Department *(Print)* **(Signature)** **Date**

	Renewal	*City of Titusville* *Purchasing & Contracting Division* *PO Box 2806 (555 South Washington Avenue)* *Titusville, FL 32781-2806 (32796-3584)*

January 14, 2026

Mr. Eric Grotke, P.E., Vice President
CDM Smith, Inc.
101 Southhall Lane, Suite# 200
Maitland, FL 32851

RE: 1st Contract Renewal – CO23Q006TB_CDM Smith
Continuing Consulting Utility Services Projects

Dear Mr. Grotke,

In accordance with the referenced contract dated April 10th, 2023, between the City of Titusville and CDM Smith, Inc, the City is hereby exercising the first (1) one-year administrative renewals. The term of the contract is hereby extended to **April 9th, 2027**.

An updated certificated of insurance (COI) listing the "City of Titusville" as an additional insured is requested with the appropriate coverages and limits as specified in Article V – Indemnity and Insurance of the agreement document. All other terms and conditions of the original contract remain in full force during the effective period of this renewal.

Mrs. Sandra Reller, Interim Public Works Director, shall remain the City's designated representative regarding any aspects of this agreement. Mrs. Reller can be reached at phone number (321) 567-3861 or via email: sandra.reller@titusville.com. All communications for this contract shall be sent to my attention, and Mrs. Reller shall be provided with copies of it.

We look forward to continuing this successful partnership in the coming year. If you have any questions, please do not hesitate to call Purchasing and Contracting at phone number (321) 567-3698 or via email at johana.diah@titusville.com.

Please sign below to indicate your concurrence and return to Purchasing and Contracting.

City of Titusville

Leslie Rothering
Purchasing & Contracting Administrator

CDM Smith, Inc

Eric Grotke
Vice President

Cc: Sandra Reller, Interim Public Works Director
Purchasing & Contracting file

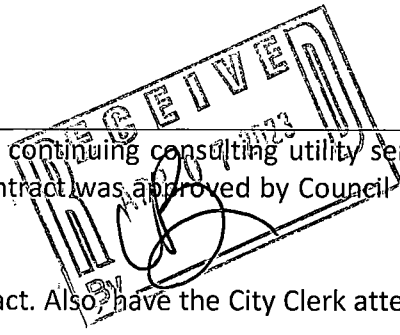
INTEROFFICE MEMORANDUM

TO: William S. Larese, City Manager

FROM: Tracy Bailey, Procurement Contracts Coordinator.

SUBJECT: Execution: Contract# CO23Q006 – Continuing Consulting Utility Services Projects – CDM Smith, Inc.

DATE: APRIL 7, 2023



Please find attached Contract# CO23Q006 for continuing consulting utility services project between the City and CDM Smith, Inc. The contract was approved by Council on March 14, 2023.

Please sign and have the Mayor sign the contract. Also, have the City Clerk attest and return the contract to my office for distribution.

Thank you.

TB/jd

_X_ Scan to Active Contracts
___ Scan to Work Orders, Change Orders & Amendments
____ Do not Scan

Contractor Name **CDM Smith, Inc.**
Contract Name **Continuing Consulting Utility Services Projects**
Contact Number **CO23Q006**
Date Scanned to Laserfiche 4-11-2023
Scanned by Lisa Muntean

Detail by Entity Name

Foreign Profit Corporation
CDM SMITH INC.

Filing Information

Document Number	832235
FEI/EIN Number	04-2473650
Date Filed	04/23/1974
State	MA
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	12/15/2011
Event Effective Date	NONE

Principal Address

75 State Street
#701
Boston, MA 02109

Changed: 04/13/2015

Mailing Address

75 State Street
#701
Boston, MA 02109

Changed: 04/13/2015

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 S PINE ISLAND RD
PLANTATION, FL 33324

Address Changed: 10/17/2014

Officer/Director Detail

Name & Address

Title CEO, Chairman of the Board, Director

Wall, Timothy B
75 State Street
#701
Boston, MA 02109

Title President, COO, Director

Bouchard, Anthony
75 State Street
#701
Boston, MA 02109

Title Director, CFO, Executive Vice President

Desmaris, Thierry
75 State Street
#701
Boston, MA 02109

Title Assistant Secretary, Senior Legal Counsel

Makofsky, Jason
75 State Street
#701
Boston, MA 02109

Title Treasurer

Campbell, Christopher
75 State Street
#701
Boston, MA 02109

Title Secretary, Assistant General Counsel

Milligan, Paul T
75 State Street
#701
Boston, MA 02109

Title Director, General Counsel

Marcaccio, Mario
75 State Street
Suite 701
Boston, MA 02109

Title Director

Gae, Walters
2007 Alaqua Lakes Boulevard
Longwood, FL 32779

Title Director

Howard, Stevenson
31 Fayerweather Street
Cambridge, MA 02138

Title Director

Jennifer, Banner
6715 Sherwood Drive
Knoxville, TN 37919

Title Director, CMO, VP

FORGAS, JULIA
75 State Street
#701
Boston, MA 02109

Annual Reports

Report Year	Filed Date
2021	02/01/2021
2022	02/18/2022
2023	01/23/2023

Document Images

01/23/2023 -- ANNUAL REPORT	View image in PDF format
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04/30/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
02/12/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
02/01/2021 -- ANNUAL REPORT	View image in PDF format
02/20/2020 -- ANNUAL REPORT	View image in PDF format
02/21/2019 -- ANNUAL REPORT	View image in PDF format
12/17/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
03/07/2018 -- ANNUAL REPORT	View image in PDF format
01/05/2017 -- ANNUAL REPORT	View image in PDF format
01/11/2016 -- ANNUAL REPORT	View image in PDF format
04/13/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
10/17/2014 -- Reg. Agent Change	View image in PDF format
07/29/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
02/25/2014 -- ANNUAL REPORT	View image in PDF format
09/11/2013 -- AMENDED ANNUAL REPORT	View image in PDF format

03/04/2013 -- ANNUAL REPORT	View image in PDF format
03/19/2012 -- ANNUAL REPORT	View image in PDF format
12/15/2011 -- Name Change	View image in PDF format
01/31/2011 -- ANNUAL REPORT	View image in PDF format
01/13/2010 -- ANNUAL REPORT	View image in PDF format
05/26/2009 -- ANNUAL REPORT	View image in PDF format
01/13/2009 -- ANNUAL REPORT	View image in PDF format
01/03/2008 -- ANNUAL REPORT	View image in PDF format
01/04/2007 -- ANNUAL REPORT	View image in PDF format
04/06/2006 -- ANNUAL REPORT	View image in PDF format
01/10/2005 -- ANNUAL REPORT	View image in PDF format
01/26/2004 -- ANNUAL REPORT	View image in PDF format
12/11/2003 -- Merger	View image in PDF format
01/16/2003 -- ANNUAL REPORT	View image in PDF format
01/17/2002 -- ANNUAL REPORT	View image in PDF format
01/30/2001 -- ANNUAL REPORT	View image in PDF format
04/12/2000 -- ANNUAL REPORT	View image in PDF format
03/29/1999 -- ANNUAL REPORT	View image in PDF format
04/21/1998 -- ANNUAL REPORT	View image in PDF format
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05/01/1996 -- ANNUAL REPORT	View image in PDF format
02/14/1995 -- ANNUAL REPORT	View image in PDF format

NON-EXCLUSIVE PROFESSIONAL SERVICES
CONTINUING CONSULTING CONTRACT CO23Q006
UTILITY SERVICES PROJECTS

THIS CONTRACT is entered into by and between the CITY OF Titusville ("the City"), a municipal corporation of the State of Florida, and CDM Smith Inc. ("Consultant"), a foreign corporate Engineering Consulting Firm, whose principal office is located at 75 State Street #701, Boston, MA 02109.

WITNESSETH THAT:

WHEREAS, the CITY desires to engage a Florida licensed Engineering Consulting Firm who has special and unique competence and experience in providing professional engineering services; and,

WHEREAS, the Consultant represents that it has such competence and experience in providing these services; and,

WHEREAS, the Consultant desires to provide such professional consulting services in accordance with this Contract; and,

WHEREAS, the Consultant shall at all times be in privity of contract solely with the City, and shall rely solely upon directions received from the City regarding performance and acceptance of the Work, as further provided herein, and

WHEREAS, the Consultant is an Engineering Consulting firm authorized to conduct business in the state of Florida, and

WHEREAS the City and Consultant desire to enter into a contract, as defined in Florida Statute 287.055 for the performance by the Consultant of professional consulting services.

NOW, THEREFORE, in consideration of the aforesaid premises, which are hereby made a part of this Contract, the City and the Consultant herein agree to the performance of professional services by the Consultant, and the payment for those services by the City, as set forth below and in individual written Task Orders. This Contract shall be referred to as the "MASTER CONTRACT" under which future Task Orders will apply.

The Consultant shall provide the City with professional engineering services and such other related services as defined in specific Task Orders, in all phases of each project as required by the City. The Consultant shall serve as the City's professional representative for the project as set forth in each Task Order and shall give professional advice to the City during the performance of the services to be rendered and as to the fulfillment of each project.

The Scope of Services shall be identified in individual Task Orders, which will be approved by the City and executed by the Consultant and the City. Each Task Order will be sequentially numbered, and initiation of the services thereunder shall be subject to a Notice to Proceed being issued by the City.

Basic services and the Scope of the Work required of the Consultant for each project will be described in other appropriate sections of this Contract and in individual Task Orders.

Consultant agrees to furnish all labor, materials, tools, and equipment necessary to perform the Work and Services, and to furnish all deliverables in accordance with the requirements of each Task Order. Refer to Attachment 2 for sample Task Order Form.

ARTICLE I – CONTRACT DOCUMENTS

The Contract Documents on which this agreement between the City and Consultant 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:

1. Exhibit 1- RFQ packet and all associated addenda	2. Exhibit 2 – Consultant Response to RFQ
3. Master Contract	4. Negotiated Billable Rates
5. Truth in Negotiations form	6. Statement of Qualification
7. Certificate-Contract Execution	8. Drug-Free Workplace Form
9. E-Verify Form	10. Public Entity Crime Form
11. Cert. Regarding Debarment	12. Scrutinized Company Affidavit
13. Reference Form	14. Foreign Disclosure Form
15. Non-collusion Affidavit Form	16. Cert. of Compliance with Grant Funding (2CFR Part 200 & Appendix II)
17. Conflict of Interest Disclosure	18. SAM.gov Registration

19. Appendix A – Grant related Aid Special Provisions	20. General Conditions
21. Copy of Business Tax Receipt & State of Florida Registration	22. Attachment 1 – City Supplemental Instructions
23. Attachment 2 – Task Order Template	

ARTICLE II - TERM, SCHEDULE AND TIME OF PERFORMANCE

A. **Term.** The term of this Contract shall be for three (3) years from the Effective Date herein, with two (2) optional one (1) year extensions thereof upon written consent of the parties.

1) **Effective Date.** The Effective Date of this Contract shall be the date upon which the last party to this Contract has dated and executed the same.

2) **Completion Date**. The Completion Date of this Contract shall be no later than 36 months from the Effective Date hereof, unless extended by mutual written agreement of the parties. All Work under this Contract shall be completed for use no later than the Completion Date.

3) **Surviving Obligations.** For a period of 36 months after the Completion Date, the Consultant shall have a continuing obligation to provide access to each of the key Consultant personnel identified in Article VIII, paragraph B for the limited purpose of providing clarification regarding the Work. The Consultant shall be compensated for any such continuing services for a fee agreed to by the parties pursuant to **GC9-CONTRACT AMENDMENTS, CHANGE ORDERS.**

B. **Task Order Commencement and Completion Dates.** Consultant shall commence the planning work for each Task Order upon the issuance of a Notice to Proceed by the City, and on the commencement date indicated thereon. This date shall be known as the "Task Order Commencement Date."

Consultant shall prosecute the work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Scope of Work and services for each Task Order and the time stated for completion therein. This date shall be known as the "Task Order Completion Date." A fifteen (15) business day period has been included in the allotted time for completion to allow for mailing of this Contract and

Consultant's submission of any required submittals. Consultant will not be allowed to commence the Work until all required submittals are received and approved.

C. **Time is of the Essence.** The Task Order Commencement and Completion Dates are essential conditions hereof. In addition, time is of the essence for each and every aspect of this Contract. Where additional time is allowed for the completion of the Work, the new time limit shall also be of the essence.

ARTICLE III - STATEMENT OF WORK AND DELIVERABLES

A. **Statement of Work.** The Consultant agrees to perform all necessary professional services, projects design services, construction phase services, design-build services, and other services in connection with the assigned project as required and set forth in the following:

1) The Consultant will endeavor not to duplicate any previous Work done on any project. Before issuances of a Task Order and written authorization to proceed, the Consultant shall consult with the City to clarify and define the City's requirements for the project and review all available data.
2) Upon request, the Consultant shall attend conferences with the City and its representatives, as provided in each Task Order.
3) In order to accomplish the work described under this Contract under the time frames and conditions set forth in this Contract, the Consultant shall observe the following requirements:
    i. The Consultant shall complete their work on the project within the time allowed by maintaining an adequate qualified, registered, and certified personnel on the work at all times.
    ii. The consultant shall comply with all Federal, State, and Local laws applicable to the projects(s). The Consultant's work product shall conform with all Federal, State, and Local laws applicable to the project(s).
    iii. The Consultant shall prepare all necessary sketches, permit applications drawings, and complete all application forms to accompany the City's application for any required Federal, State, or Local permits. The Consultant shall reply to all permitting agency's requests for additional information related to a permit application as described in

each Task Order.

iv. The Consultant shall cooperate fully with the City in order that all phases of the work may be properly scheduled and coordinated.

v. As Described in each Task Order, the Consultant shall send the appropriate quantities of complete preliminary sets of construction plans to the City, County, State or Federal regulatory agency from which a permit or other approval is required, prior to the final approval of the Design by the City's Consultant or their designee. The Consultant shall coordinate the project design with all agencies as described in each Task Order.

vi. The Consultant shall contact all utility companies having installations in the vicinity of the proposed work and consider relocation of utilities, if necessary. The Consultant shall provide the City with all known information relative to any required utility adjustments, relocations, and installations, and shall show all known above and below ground utilities on the final design plans.

vii. The Consultant shall report the status of this project to the City's Project Manager upon request and hold all drawings, calculations, and related work open to the inspection of the City's Project Manager or their authorized designee at any time, upon reasonable request.

4) The Consultant shall furnish additional copies of reports, drawings, specifications, bidding and construction contract documents, and other pertinent items, as described in each Task Order to, Federal, State, and Local agencies from which approval of the Project must be obtained, prospective bidders, material suppliers, and other interested parties, but may charge only for the actual cost of providing such copies. The Consultant shall furnish to the City with the agreed upon number of sets of the drawings, bidding and construction contract documents, specifications, reports and other pertinent items as set forth in individual Task Orders. The cost of these sets of documents are not included in the base compensation paid to the Consultant but will be paid as a direct expense. All original documents, survey notes, field books, tracings, and the like, including all items furnished to the Consultant by

the City pursuant to this Contract are and shall remain the property of the City, and shall be delivered to the City upon completion of the work. All items prepared by the Consultant shall be created, maintained, updated, and provided in the format as specified by the City as described in each Task Order.

5) All construction drawings prepared by the Consultant shall be of sufficient detail to permit the actual location of the proposed improvements on the ground by a third party (i.e. the third party shall be able to accurately locate the proposed improvements on the ground using only the information contained in the Consultant's drawings).
6) The Consultant acknowledges that preparation of all applicable permits for the City's submittal to governmental regulatory agencies, and the Consultant's written responses to all regulatory agencies' questions, are included within the scope of base compensation in each particular Task Order. Any additional work required by regulatory agencies which establish such regulations after the effective date of the particular Task Order, shall be an additional service, and the City shall compensate the Consultant in accordance with **GC-9 Contract Amendments; Change Orders** of the General Conditions (Attached and incorporated into Contract), and in accordance with the fee schedule in an approved Task Order. Written approval by the City shall be required prior to commencement of any additional work.
7) If the City proposes to construct the improvements in a phased manner, the Consultant shall prepare detailed master plan drawings as required by the applicable Task Order.
8) Compensation to the Consultant for services shall be in accordance with each Task Order, as mutually agreed upon by the Consultant and the City. Schedule of current hourly billing rates are included in "Exhibit 1" attached and will be included as part of each Task Order when approved. Listed billing hourly rates shall remain firm for the first 12 months. Thereafter, any request for increase shall be submitted to the Purchasing and Contracting Administrator no less than 60 days prior to requested effective date for review and approval. If approved by the City, both parties must agree to the new rates in writing.

The Statement of Work does not include assistance in litigation undertaken or

defended by the City. However, Consultant agrees to testify and assist the City in any litigation that is dependent upon or related to the services performed under this Contract at the same hourly rate as provided for herein.

B. **Deliverables.** Consultant shall deliver all products and deliverables as stated therein. Consultant is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be consistent with professional standard of care for similar work. Consultant shall correct intentional or negligent errors, omissions or deletions in the services to be performed without additional compensation from the City. Unless otherwise specifically provided for herein, Consultant shall provide and pay for all materials, labor, and other facilities and equipment as are necessary for the performance of the Work. The City's Project Manager shall make a final acceptance inspection of the deliverables when they are completed in all respects in accordance herewith. The parties may at any time agree in the form of a written amendment to make changes within the general scope of the Contract to the Work to be provided hereunder. Neither party shall unreasonably withhold consent to any such amendment.

C. **Progress Schedule**. Consultant shall provide an updated progress schedule with each payment request, taking into account all delays, Change Orders, etc. Failure to provide an updated progress schedule will be cause to withhold payment to Consultant until such time as the updated schedule is received.

D. **Progress Reports.** Does not apply to this Contract.

E. **Ownership**. Ownership and copyright to all reports and all accompanying data (in all formats) produced pursuant to Work shall be vested in the City. Any reuse, misuse, modification, or use of incomplete work product is at the sole risk of City or any third party relying on the work product and without liability to consultant. Any source documents or any other documents or materials developed, secured or used in the performance of this Contract shall be considered property of the entity from which such documents or materials originated.

F. **Consultant Computer Codes.** If any existing computer codes required for the development of a model selected by Consultant and necessary for use in completing the Work are deemed proprietary by Consultant, then Consultant grants to the City and its assignees, a non-exclusive license to use the proprietary computer model

codes for the sole purpose of utilization and/or further development of the Work, and agrees to indemnify and hold the City harmless from all costs, damages, and expenses, including attorney's fees, arising from any claim, right, or suit over the proprietary interests in the computer codes developed for the Work, including the costs, damages, and expenses, including attorneys' fees, incurred by the City in the event of claims brought pursuant to Chapter 119, Fla. Statutes. Documentation of Consultant's proprietary rights shall be provided to the City upon request. When submitted to the City, the Consultant's computer codes may become public records subject to the provisions of Chapter 119, Fla. Statutes.

G. **Other Computer Codes.** Consultant shall not be entitled to claim any proprietary right to computer codes that are developed by Consultant in fulfilling the requirements of the Work, which shall be considered "work for hire" under applicable copyright and/or patent law. Such computer codes, which constitute a Deliverable hereunder, are the sole and exclusive property of the City. The City may copyright or patent such computer codes in their own name to the full extent authorized by law.

ARTICLE IV - COMPENSATION

For satisfactory performance of the Work, the City agrees to pay, and the Consultant agrees to accept, for services rendered pursuant to this Contract, fees in accordance with the following:

A. **Professional Services Fee.** The City and the Consultant shall, prior to the issuance of each Task Order, mutually agree upon the base compensation fee for professional services included in Task Order and such amount shall be indicated in the Task Order to be formally approved by the City.

B. **Direct Payment for Additional Services.** The City agrees to pay on a direct basis for services or goods provided by others working in conjunction with the Consultant, as follows:

1) **Printing and Reproduction.** Consultant shall include in its pricing for each Task Order the cost of all printing and reproduction required for said Task Order. The City shall make direct payment to the Consultant for the cost of printing project plan sheets and other documents required for the project. The maximum cost allowed for per blueprint, mylar, or sepia utilized for this purpose shall be set forth in the Task Order.

2) **Subconsultants Services**. All subconsultant services are considered a direct expense and will be negotiated at the time of Task Order is negotiation. The City Project Manager will evaluate to ensure that the expenses are fair and reasonable.

3) **Out-of-Pocket Expenses.** Out-of-pocket or miscellaneous expenses that are anticipated to be required throughout the life of the Task Order such as travel, parking fees, tolls, etc., will be evaluated by the City Project Manager to ensure they are fair and reasonable. The City reserves the right to request backup documentation to accompany any invoice for this evaluation process. Any travel related reimbursement will be processed in accordance to the City's current travel policy.

C. **Invoicing Procedure.** All invoices shall be submitted to the City of Titusville, Project Manager, directly as determined on a Task Order basis. Consultant shall submit monthly invoices based upon the actual portion of the Work performed (percentage of Task Complete) and shall bill as per the Task Order fee breakdown schedule. All payment requests shall contain the contract number, Consultant's name and address, name of City Project Manager, and name of the Consultant's Project Manager.

All invoices shall be approved by the City as a condition precedent to payment. Payment requests that do not correspond to the appropriate Task Order or other requirements of this paragraph will be returned to the Consultant without action within twenty (20) business days of receipt and shall state the basis for rejection of the invoice. Timely payments shall be made in accordance with §218.74 of Florida Statute, Local Government Prompt Payment Act within forty-five (45) days of receipt of an invoice that conforms to this Article.

D. **Payments.** The City shall make partial payments to the Consultant on the basis of duly certified and approved invoices for Work performed by the Consultant that has been certified by the City. The City shall pay the Consultant for each approved invoice, subject to the withholding of any payments as provided in Paragraphs "E" and "F" below.

E. **Payments Withheld**. The City may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the City from loss as a result of: (1) defective Work not

remedied; (2) failure of Consultant to make payments when due to subcontractors or suppliers for materials or labor; (3) the City's determination that the Work cannot be completed for the remaining or unpaid funds; (4) failure to maintain adequate progress in the Work; or (5) any other material breach of this Contract. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

F. **Liquidated Damages.** None for this contract.

G. **Forfeiture of Final Payment.** Consultant shall submit the final invoice to the City not later than 90 days after the Completion Date. CONSULTANT'S FAILURE TO SUBMIT THE FINAL INVOICE TO THE CITY WITHIN THE TIME FRAME ESTABLISHED HEREIN SHALL BE A FORFEITURE OF ANY REMAINING AMOUNT DUE UNDER THE CONTRACT.

H. **Release.** Upon the satisfactory completion of the Work, the City will provide a written statement to Consultant accepting all deliverables. Acceptance of the final payment shall be considered as a release in full of all claims against the City, or any of its members, agents, and employees, arising from or by reason of the Work done and materials furnished hereunder, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Contract.

ARTICLE V - INDEMNITY AND INSURANCE

A. As a part of the consideration provided hereunder by the City, the City and Consultant agree that Consultant shall indemnify and hold harmless the City, its public officers, and employees, from all 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 Consultant and persons employed or utilized by Consultant in the performance of this contract.

B. Consultant shall acquire and maintain all insurance required by the General Conditions, provided, however, that the General Conditions may be superseded by an attachment hereto.

ARTICLE VI - FUNDING CONTINGENCY

This Contract is at all times contingent upon funding, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the City; (2) annual appropriations by the Florida Legislature, or (3)

appropriations from other agencies or funding sources. Contracts that extend for a period of more than one (1) year are subject to annual appropriation of funds, in the sole discretion and judgment of the City, for each succeeding year. Should the Work provided for hereunder not be approved, in whole or in part, for funding by an external funding source, or the City in succeeding years, the City shall so notify Consultant, and this Contract shall be deemed terminated for convenience in accordance with **GC-13 TERMINATION FOR CONVENIENCE** thirty (30) days after receipt of such notice, or within such additional time as the City may allow.

ARTICLE VII - PROJECT MANAGEMENT

A. **Project Managers.** The individuals listed below shall be responsible for overall coordination, oversight, and management of the Work. The parties agree to the following persons being designated as the City's Project Manager and the Consultant's Project Manager:

CITY	CONSULTANT
Ashleigh Smith, P.E. Engineering and Projects City of Titusville	Eric Grotke, P.E., BCEE Vice President CDM Smith Inc.
555 S. Washington Ave. Titusville, Florida 32796-3584 Phone # (321) 567-3896 E-mail:Ashleigh.smith@titusville.com	101 Southhall Lane, Suite 200 Maitland, FL 32751 (407) 660-2552 E-mail: grotkeej@cdmsmith.com

City Project Manager. The City's assigned Project Manager shall have complete responsibility to transmit instructions, receive information, and communicate policies and decisions regarding all matters pertinent to performance of the Work.

B. **Change in Project Manager.** Either party to this Contract may change its Project Manager by providing not less than ten (10) working days prior written notice of the change to the other party; provided, however, that in the event Consultant's Project Manager is designated as Key Consultant personnel pursuant to Article VII. F, the provisions thereof shall apply. The City reserves the right to request Consultant to replace its Project Manager if said Manager is unable to carry the Work forward in a competent manner or fails to follow instructions or the specifications, or for other reasonable cause.

C. **Supervision**. Consultant shall provide efficient supervision of the Work, using its

professional skill and attention. If the City produces documented evidence and informs the Consultant that any person on the job is working contrary to the Contract or the instructions of the City, that person shall thereupon be immediately dismissed from the project and shall not be given employment on any work connected with this Contract.

D. **Notices.** All notices to each party shall be in writing and shall be either hand-delivered or sent via U.S. certified mail or e-mail to the respective party's Project Manager at the names and addresses specified above. All notices shall be considered delivered upon receipt. Should either party change its address, written notice of the new address shall be sent to the other party within five (5) business days.

Any notices or correspondence relating to this service shall be addressed to:

CITY
City Manager
555 S. Washington Avenue
Titusville, FL 32796

With copies to:
Purchasing and Contracting Administration
555 S. Washington Avenue
Titusville, FL 32796

CONSULTANT

Eric Grotke, P.E., BCEE, Vice President
CDM Smith Inc.

101 Southhall Lane, Suite 200
Maitland, FL 32751
(407) 660-2552
E-mail: grotkeej@cdmsmith.com

With copies to:

Mario Marcaccio, General Counsel
CDM Smith Inc.
75 State Street, #701
Boston, MA 02109,

E. **Key Consultant Personnel.** Consultant acknowledges its understanding that the experience level of key Consultant personnel to be involved in performance of the Work was a material factor that was considered by the City in determining to enter into

this Contract with Consultant.

Eric Grotke, PE, BCEE – Officer in Charge	Ben Hayner, PE, PMP - Project Manager
Utility Services	
Brian Kamasin, PE, BCEE	Jorge Arevalo, PhD, PE
Carl Frizzell, PhD, PE	Lee Wiseman, PE, BCEE
Steve Burwinkel, PE	Isaac Holowell, PE

Consultant shall not substitute key personnel without the prior written consent of the City. In the event key personnel leave the Consultant's employ during the term of this Contract, the City shall have the right to approve substitute key personnel. In the event the parties cannot agree upon substitute personnel, the City may terminate this Contract for convenience, as provided in **GC -13 TERMINATION FOR CONVENIENCE**.

F. **Assignment and Subcontracts**. Consultant shall not sublet, assign, or transfer any Work, in whole or in part, or assign any moneys due or to become due hereunder, without the prior written consent of the City. Consultant shall notify the City's Project Manager in writing of the names of subcontractors proposed for the services, if different than the team specified in the applicable selection prior to execution of the Contract. Neither City approval of a subcontractor nor any other provision of this Contract shall create a contractual relationship between any subcontractor and the City. Consultant shall be responsible for the fulfillment of all work elements included in the subcontracts and shall be responsible for the payment of all monies due under any subcontract. Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for its own acts and omissions. Consultant shall hold the City harmless from any liability or damages arising under or from any subcontract to the extent allowed by law. The subcontractor(s) shall provide evidence of said hold harmless and indemnity prior to commencement of work.

ARTICLE VIII - CCNA PROVISIONS

A. **Contingency Fees**. Pursuant to section 287.055(6)(a), Fla. Stat., Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, 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 Consultant, any fee, commission,

percentage, gift, or other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of these provisions, the City may terminate this Contract without liability and, at its discretion, deduct from the contract price or otherwise recover the full amount of any such fee, commission, percentage, gift, or other consideration.

B. **Truth-in-Negotiations.** This provision applies only to lump sum or cost-plus-a-fixed-fee contracts entered into in excess of $150,000 (see section 287.055(5)(a), Fla. Stat.). Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

ARTICLE IX – TERMINATION

A. **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 thirty (30) days written notice to the Consultant. Upon receiving notice of termination, the Consultant 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 Consultant shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

1. In the event of such termination, the Consultant shall be compensated for acceptable services rendered prior to the date of termination and for materials ordered prior to the receipt of notice of termination that cannot be returned. Any such materials and any services rendered by the Consultant shall become the property of the City.
2. Consultant waives all claims for compensation in excess of that which is specifically provided for herein, including but not limited to, loss of anticipated profits, idle equipment, labor, facilities, and claims of subcontractors and vendors.

B. **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, Consultant's:

1. Failing to carry forward and complete Work in accordance with the requirements hereof;
2. Failing to comply with applicable laws, regulations, permits, or ordinances;
3. Failing to timely commence or continuously and vigorously pursue correction of defective Work;
4. Making a general assignment for the benefit of its creditors;
5. Having a receiver appointed because of insolvency;
6. Filing bankruptcy or having a petition for involuntary bankruptcy filed against it;
7. Failing to make prompt payments, when properly due, to sub-Contractors, 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 Consultant with written notice of its intention to terminate this Contract for cause, which shall provide the effective date of termination. Such notice shall state the nature of the deficiency and, at the City's sole judgement and discretion, may afford Consultant 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, Consultant 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 Consultant. If the expense exceeds the unpaid balance, Consultant shall pay the difference to the City. The expense incurred by the City and the damage incurred through Consultant's default will be certified by the City.

C. **Bankruptcy.** If the Consultant 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 Consultant 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 Document, then the City may – by at least five (5) days prior written notice to the Consultant – without prejudice to any other rights or remedies of the Owner under the contract, terminate the Consultant's right to proceed with the work. In such event, the Owner may take over the Work and proceed with same to completion – by Contract or otherwise – and the Consultant and its Sureties shall be liable to the City for any excess cost incurred by the City. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the Contract Documents.

ARTICLE X – PERSONNEL

A. **Civil Rights.** Pursuant to Chapter 760, Fla. Stat., Consultant shall not discriminate against any employee or applicant for employment because of race, color religion, sex, national origin, age, handicap, or marital status.

B. **Public Entity Crime.** The Consultant shall file a sworn statement with the City which is attached, stating whether a person or affiliate as defined in Section 287.133 (1), Florida Statutes, has been convicted of a public entity crime subsequent to July 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.

C. **Drug-Free Workplace.** The contract documents also consist of the "Drug- Free Workplace Form" which is in accordance with Florida Statute §287.087 and must be signed.

D. **E-Verify.** As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Consultant and its subconsultants shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

1. Consultant shall require each of its subconsultants to provide Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the

subconsultants' affidavit as part of and pursuant to the records retention requirements of this Contract.

2. The City, Consultant, or any Subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subconsultant knowingly violated the provisions of this section, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subconsultant.
4. 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), Fla. Stat. Consultant acknowledges that upon termination of this Contract by the City for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
5. Subcontracts: Consultant or Subconsultant 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. Consultant shall be responsible for compliance by any Subconsultant or lower tier subcontractor with the clauses set forth in this section.

ARTICLE XI - MISCELLANEOUS PROVISIONS

A. **Interest of Consultant**. Consultant certifies that no officer, agent, or employee of the City has any material interest, as defined in Chapter 112, Fla. Stat., either directly or indirectly, in the business of Consultant to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Contract.

B. **Independent Contractor.** Consultant is an independent contractor. Neither Consultant nor Consultant's employees are employees of the City. Consultant shall have the right to control and direct the means and methods by which the Work is accomplished. Consultant may perform services for others, which solely utilize

Consultant's facilities and do not violate any confidentiality requirements of this Contract. Consultant is solely responsible for compliance with all labor and tax laws pertaining to Consultant, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Consultant's duties with respect to Consultant, its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if Consultant is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the City provides training, equipment, materials, or facilities or otherwise facilitate performance of the Work, this shall not affect any of Consultant's duties hereunder or alter Consultant's status as an independent contractor.

C. **Grant Funding Requirements:** *(when applicable to Task Order assignment)* See Appendix A

D. **Certification of Restrictions on Lobbying.** The Consultant agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Consultant 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 Consultant 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 FDOT Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

E. **Conflicting Employment.** Consultant hereby represents that it has no undisclosed conflict of interest between the services to be provided under this Contract and services being provided by Consultant to any other clients. Should Consultant or the City become aware of any such conflict of interest, that party will promptly notify the other party thereof. Consultant and the City shall negotiate in good faith to resolve the conflict. If Consultant and the City cannot resolve the conflict of interest, the City may terminate this Contract upon ten (10) days prior written notice if Consultant fails to resolve the conflict within such time period. In no case shall the Consultant's Project Manager, or other key personnel who have been so identified in the Article VI. F., be directly involved in providing services to other clients associated with the conflict. Notwithstanding the foregoing, Consultant may accept retainers from or be employed by third parties whose interest appear conflicting or inconsistent with that of the City if, after full written disclosure of the facts to the City, the City determines that the apparent conflict shall not interfere with the performance of the Work by Consultant.

F. **Audit: Access to Records.** Consultant agrees that the City or its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds hereunder, have access to examine any of Consultant's books, documents, papers, and other records involving transactions related to this Contract. Consultant shall preserve all such records for a period of not less than three (3) years. Payment(s) made hereunder shall be reduced for amounts charged that are found on the basis of audit examination not to constitute allowable costs. Consultant shall refund any such reduction of payments. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. Consultant will provide proper facilities for access to and inspection of all required records.

G. **Release of Information.** Records of Consultant that are made or received in the course of performance of the Work may be public records that are subject to the requirements of Chapter 119, Fla. Stat. However, some records may be confidential or exempt from disclosure under Chapter 119, Fla. Stat. In the event Consultant

receives a request for any such records, Consultant shall notify the City's Project Manager and comply with Chapter 119, Fla. Stat. Consultant shall not prepare any news or press release in any way related to this Contract, without the City's written consent.

H. **Royalties and Patents.** Unless expressly provided otherwise herein, Consultant shall pay all royalties and patent and license fees necessary for performance of the Work and shall defend all suits or claims for infringement of any patent rights and save and hold the City harmless from loss on account thereof, provided, however, that the City shall be responsible for all such loss when the utilization of a particular process or the product of a particular manufacturer is specified by the City. If Consultant at any time has information that the process or article so specified is an infringement of a patent, it shall be responsible for such loss unless it promptly provides such information to the City. Consultant hereby certifies to the City that the Work to be performed pursuant to this Contract does not and will not infringe on any patent rights.

I. **Governing Law.** This Contract shall be governed by the laws of the State of Florida and venue for any action pursuant to the Contract 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.

J. **Venue.** In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings, if in state court, shall be in Brevard County, Florida, and if in federal court, shall be in the Middle District of Florida, Orlando Division.

K. **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.

L. **Conflicting Provisions.** If any provision hereof is found to be in conflict with any other, then the specific terms shall prevail over the general.

M. **Waiver of Right to Jury Trial.** In the event of any civil proceedings arising from or related to this Contract, Consultant hereby consents to trial by the court and waives its right to seek a jury trial in such proceedings; provided, however, that the parties may mutually agree to a jury trial.

N. **Construction of Contract.** This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been

prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to the preparation hereof.

O. **Entire Contract.** This Contract, upon execution by Consultant and the City, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. Consultant agrees that no representations have been made by the City to induce Consultant to enter into this Contract other than as expressly stated herein. This Contract cannot be changed orally or by any means other than written amendments referencing this Contract and signed by all parties.

P. **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.

Q. **Authority to Enter into Contract.** Each party to this Contract has the authority to enter into and form this Contract. The individuals signing the Contract have the authority to act as agents of their respective organizations. Each party acknowledges that they have read this Contract and will abide by it.

R. **Public Records**.

1. Records of the Consultant that are made or received in the course of performance of the Consultant's obligations under this Contract may be public records that are subject to the requirements of Chapter 119, Florida Statutes and

accordingly Consultant 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 Statutes. In the event the Consultant receives a request for any such records, the Consultant shall notify the City and comply with Chapter 119, Florida Statutes. The Consultant shall not prepare any news or press release in any way related to this Contract, without the City's written consent. Consultant hereby agrees to comply with the following: As provided in Section 119.0701, Florida Statutes, the Consultant is required to, and by executing this Contract, the Consultant agrees to:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes or as otherwise provided by law.
c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the Consultant does not transfer the records to the City.
d) Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the contract, Consultant 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.

2. 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 CONSULTANT HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO CONSULTANT'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.

IN WITNESS WHEREOF, the City of Titusville has caused this Contract to be executed on the day and year written below in its name by its Mayor, and Consultant has caused this Contract to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached.

CONSULTANT:
CDM Smith Inc.
101 Southhall Lane, Suite #200
Maitland, FL 32851

By _____
Eric Grotke, , P.E., Vice President

Date: April 3, 2023

OWNER;
City of Titusville
555 S. Washington Ave.
Titusville, FL 32796

By _____
Daniel E. Diesel, Mayor

Date 4-10-23

TITUSVILLE, FLORIDA FOUNDED 1867

ATTEST:
Wanda F. Wells
Wanda F. Wells, City Clerk

Date 4-10-23

APPROVED AS TO FORM:

_____
Richard C. Broome, City Attorney

Date 4-7-2023

APPROVED AS TO CONTENT:

_____
William S. Larese, City Manager

Date 10 Apr 23

Staff Preparation:

_____ Date 4-3-2023
Leslie A. Rothering, Purchasing & Contracting Administrator

_____ Date 4/6/2023
Ashleigh Smith, Engineering & Projects

City of Titusville
Purchasing & Contracting Division
PO Box 2806 (555 South Washington Avenue)
Titusville, FL 32781-2806 (32796-3584)

AMENDMENT 1 TO CONTRACT CO17Q030
Continuing Consultant Services

This first Amendment made and enter into this 17th day of June 2023, modifies the contract entered into between the City of Titusville "City" and CDM Smith Inc. located at 75 State Street #701, Boston Ma 02109, hereinafter referred to as "Consultant", with an effective date of March 13, 2018, as provided herein.

WHEREAS, the City and CDM Smith Inc entered into a contract with an effective date of March 13, 2018, whereby the Consultant provides Engineering Consulting Services for the City of Titusville; and,

WHEREAS, The City has issued Work/Task Orders under the Continuing Contract CO17Q030 that will be performed and completed concurrently with the most recent awarded Continuing Consultant Contract CO23Q006/TB; and,

WHEREAS, The City of Titusville has agreed to remove certain terms from Contract #CO17Q030 that were included unnecessarily at the time of execution. The City has determined that these terms would not apply to Consulting Services and since removed them from their Continuing Consultant Contract documents. This will ensure consistency among the contract terms with both contracts awarded to the Consultant.

NOW THEREFORE, for and in consideration of the premises, mutual covenants and promises of the parties contained herein, and for other good and valuable and sufficient consideration, receipt of which is hereby acknowledged, the parties hereby agree to modify Article III – Compensation, Items D and F of the contract to read as follows:

1. Item D: **Payments**. The City shall make partial payments to the Consultant on the basis of duly certified and approved invoices for Work performed by the Consultant that has been certified by the City. The City shall pay the Consultant for each approved invoice subject to the withholdings of any payments as provided in Paragraph "E" below.
2. Item F. **Liquidated Damages.** – None for this contract.
3. It is the intention of all parties hereto that the contract shall be modified and amended only to the extent as herein specifically set forth, and all other terms and conditions of the contract not in conflict herewith shall remain in full force and effect, and unchanged by this instrument.

IN WITNESS WHEREOF, the parties hereto have accepted and executed, upon the terms and conditions above stated on the day and year executed and above written, this Contract in two (2) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original Contract.

CONSULTANT:
CDM Smith Inc.
75 State Street #701
Boston Ma 02109
By _____
Name: Eric J. Grotke
Title: Vice President
Date 6/12/23

OWNER:
City of Titusville
555 S. Washington Avenue
Titusville, FL 32796
By _____
Daniel E. Diesel, Mayor
Date 6-12-23

ATTEST
_____
Wanda F. Wells, City Clerk

APPROVED AS TO FORM:

_____
Richard C. Broome, City Attorney
Date 6-14-2023

STAFF REVIEW & PREPARATION:

_____ Date 6-12-2023
Leslie A. Rothering, Purchasing & Contracting Administrator

_____ Date 6-13-23
C. Kevin Cook, Director of Public Works

City of Titusville

Purchasing & Contracting Administration
555 South Washington Ave.
Titusville, FL 32796-3584
(321) 567-3734
Fax: (321) 383-5628

"Gateway to Nature & Space"
www.titusville.com

January 12, 2022

Mr. Eric Grotke P.E., Vice President
CDM Smith Inc.
101 Southhall Lane, Suite #200
Maitland, FL 3232751

RE: Final Contract Renewal – CO17Q30WR_CDM
Continuing Consulting Engineer Services-WR

Dear Mr. Grotke,

In accordance with the referenced contract dated March 13, 2018 between the City of Titusville and CDM Smith Inc., the City is hereby exercising the final one (1) year administrative renewals. The term of the contract is hereby extended to **March 13, 2023**.

An updated certificated of insurance (COI) listing the "City of Titusville, Contract #CO17Q30WR_CDM" as an additional insured is requested with the appropriate coverages and limits as specified in Article IV: Indemnity and Insurance of the agreement document. All other terms and conditions of the original contract remain in full force during the effective period of this renewal.

Mr. Sean Stauffer, Water Resources Director shall remain the City's designated representative regarding any work performed under this agreement. Mr. Stauffer can be reached at phone number (321) 567-3855. All administrative communications for this contract shall be sent to the attention of the Purchasing & Contracting Division and Mr. Stauffer shall be provided copies of it.

We look forward to continuing this successful partnership in the coming year. If you have any questions, please do not hesitate to call.

Please sign below to indicate your concurrence and return to my attention by mail.

City of Titusville

William S. Larese
City Manager

CDM Smith Inc

Eric Grotke P.E.
Vice President

Cc: Sean Stauffer, Water Resources Director
Purchasing & Contracting file

City of Titusville
Purchasing & Contracting Administration
555 South Washington Ave.
Titusville, FL 32796-3584
(321) 567-3734
Fax: (321) 383-5628

"Gateway to Nature & Space"
www.titusville.com

January 27, 2021

Mr. Eric Grotke P.E., Vice President
CDM Smith Inc.
101 Southhall Lane, Suite #200
Maitland, FL 3232751

RE: Contract Renewal – CO17Q30WR_CDM
Continuing Consulting Engineer Services-WR

Dear Mr. Grotke,

In accordance with the referenced contract dated March 13, 2018 between the City of Titusville and CDM Smith Inc., the City is hereby exercising the first one (1) year administrative renewals. The term of the contract is hereby extended to **March 13, 2022**.

An updated certificated of insurance (COI) listing the "City of Titusville, Contract #CO17Q30WR_CDM" as an additional insured is requested with the appropriate coverages and limits as specified in Article IV: Indemnity and Insurance of the agreement document. All other terms and conditions of the original contract remain in full force during the effective period of this renewal.

Mr. Sean Stauffer, Water Resources Director shall remain the City's designated representative regarding any work performed under this agreement. Mr. Stauffer can be reached at phone number (321) 567-3855. All administrative communications for this contract shall be sent to my attention and Mr. Stauffer shall be provided copies of it.

We look forward to continuing this successful partnership in the coming year. If you have any questions, please do not hesitate to call.

Please sign below to indicate your concurrence and return to my attention by mail.

City of Titusville

April Chapman
Purchasing & Contracting Administrator

CDM Smith Inc

Eric Grotke P.E.
Vice President

Cc: Sean Stauffer, Water Resources Director
Purchasing & Contracting file

INTEROFFICE MEMORANDUM

TO: Walt Johnson, Mayor

FROM: April Chapman, Procurement Contracts Coordinator

SUBJECT: **Contract Execution**

DATE: March 12, 2018

WK | 12 Mar 18

Please have Mayor and City Manager execute with the City Clerk to attest the contract attached between the City and CDM Smith Inc. to provide professional engineering services as described in RFQ #17-Q-30, Continuing Engineering Services – Water Resources. The City shall pay compensation to the Consultant for the satisfactory work performance and completion based on the approved bill rate proposal. This contract was presented to and approved by City Council at their regular meeting held on January 23, 2018. RTC and Summary of Actions are attached.

Please return the executed document to my attention for further distribution.

Thank you,

April Chapman

__X__ Scan to Contracts
____ Scan to Work Orders, Change Orders & Amendments
____ Do Not Scan

Contractor Name – CDM Smith Inc.
Contract Name – Continuing Engineering Services – Water Resources
Contract # CO17Q30WR
Date scanned to Laserfiche 3-19-18
Scanned by JG.

NON-EXCLUSIVE PROFESSIONAL ENGINEERING AGREEMENT
BETWEEN THE CITY OF TITUSVILLE AND CDM SMITH INC.
CONTINUING CONSULTING SERVICES

THIS AGREEMENT is entered into by and between the CITY OF Titusville ("the City"), a municipal corporation of the State of Florida, and CDM Smith Inc. ("Consultant"), an Engineering Consulting Firm, whose principal office is located at 75 State Street #701, Boston, MA 02109.

WITNESSETH THAT:

WHEREAS, the CITY desires to engage a Florida licensed Consulting Firm who has special and unique competence and experience providing professional engineering services; and,

WHEREAS, the Consultant represents that it has such competence and experience in providing these services; and,

WHEREAS, the standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of Consultant's profession practicing under similar conditions at the same time and in the same locality; and,

WHEREAS, the Consultant shall at all times be in privity of contract solely with the City, and shall rely solely upon directions received from the City regarding performance and acceptance of the Work, as further provided herein, and

WHEREAS, the Consultant is an Engineering Consulting Firm authorized to conduct business in the state of Florida, and

WHEREAS the City and Consultant desire to enter into a continuing contract, as defined in Florida Statute 287.055 (currently includes those projects in which construction costs do not exceed $2 million, and study activity when the fee for such service does not exceed $200,000), for the performance by the Consultant of professional engineering services.

NOW, THEREFORE, in consideration of the aforesaid premises, which are hereby made a part of this Agreement, the City and the Consultant herein agree to the performance of professional engineering services by the Consultant, and the payment for those services by the City, as set forth below and in individual written Work Orders. This agreement shall be referred to as the "MASTER AGREEMENT" under which future Work Orders will apply.

The Consultant shall provide the City with professional engineering services and such other related services as defined in specific Work Orders, in all phases of each project as required by the City. The Consultant shall serve as the City's professional representative for the project as set forth in each Work Order and shall give professional advice to the City during the performance of the services to be rendered and as to the fulfillment of each project.

The Scope of Services shall be identified in individual Work Orders, which will be approved by the City and executed by the Consultant and the City. Each Work Order will be sequentially numbered and initiation of the services thereunder shall be subject to a Notice to Proceed being issued by the City.

Basic services and the Scope of the Work required of the Consultant for each project will be described in other appropriate sections of this agreement and in individual Work Orders.

Consultant agrees to furnish all labor, materials, tools and equipment necessary to perform the Work and Services, and to furnish all deliverables in accordance with the requirements of each Work Order. Refer to Attachment 2 for sample Work Order Form.

ARTICLE I - TERM, SCHEDULE AND TIME OF PERFORMANCE

A. **Term.** The term of this Agreement shall be for three (3) years from the Effective Date herein, with two (2) optional one (1) year extensions thereof upon written consent of the parties.

1. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the last party to this Agreement has dated and executed the same.

2. **Completion Date.** The Completion Date of this Agreement shall be no later than 36 months from the Effective Date hereof, unless extended by mutual written agreement of the parties. All Work under this Agreement shall be completed for use no later than the Completion Date.

3. **Surviving Obligations.** For a period of 36 months after the Completion Date, the Consultant shall have a continuing obligation to provide access to each of the key Consultant personnel identified in Article VIII, Paragraph B for the limited purpose of providing clarification regarding the Work. The Consultant shall be compensated for any such continuing services for a fee agreed to by the parties pursuant to **GC 9 - CONTRACT AMENDMENTS; CHANGE ORDERS.**

B. **Work Order Commencement and Completion Dates.** Consultant shall commence the Work for each Work Order upon the issuance of a Notice to Proceed by the City, and on the commencement date indicated thereon. This date shall be known as the "Work Order Commencement Date."

Consultant shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Scope of Work and services for each Work Order and the time stated for completion therein. This date shall be known as the "Work Order Completion Date." A fifteen (15) business day period has been included in the allotted time for completion to allow for mailing of this Agreement and Consultant's submission of any required submittals. Consultant will not be allowed to commence the Work until all required submittals are received and approved.

C. **Time is of the Essence.** The Work Order Commencement and Completion Dates are essential conditions hereof. In addition, time is of the essence for each and every aspect of this Agreement. Where additional time is allowed for the completion of the Work, the new time limit shall also be of the essence.

ARTICLE II - STATEMENT OF WORK AND DELIVERABLES

A. **Statement of Work.** The Consultant agrees to perform all necessary professional engineering services, project design services, construction phase services, design-build services, and other services in connection with the assigned project as required and as set forth in the following:

1. The Consultant will endeavor not to duplicate any previous work done on any project. Before issuance of a Work Order and written authorization to proceed, the Consultant shall consult with the City to clarify and define the City's requirements for the project and review all available data.

2. The Consultant shall attend conferences with the CITY and its representatives, upon request.
3. In order to accomplish the work described under this Agreement under the time frames and conditions set forth in this Agreement, the Consultant shall observe the following requirements:

    a. The Consultant shall complete his work on the project within the time allowed by maintaining an adequate staff of registered engineers, certified operators, draftsmen, and other employees on the work at all times.
    b. The Consultant shall comply with all federal, state, and local laws applicable to the project(s). The Consultant's work product shall conform with all applicable federal, state and local laws applicable to the project(s).
    c. The Consultant shall prepare all necessary sketches, permit application drawings, and complete all application forms to accompany the City's applications for any required federal, state, or local permits. The Consultant shall reply to all permitting agency's requests for additional information related to a permit application.
    d. The Consultant shall cooperate fully with the City in order that all phases of the work may be properly scheduled and coordinated.
    e. The Consultant shall send the appropriate quantities of complete preliminary sets of construction plans to any city, county, state or federal regulatory agency from which a permit or other approval is required, prior to final approval of the design by the City Consultant or his designate, and shall coordinate the project design with all agencies.
    f. The Consultant shall contact all utility companies having installations in the vicinity of the proposed work and consider relocation of utilities, if necessary. The Consultant shall provide the City with all known information relative to any required utility adjustments, relocations and installations, and shall show all known above and below ground utilities on the final design plans.
    g. The Consultant shall report the status of this project to the City's Project Administrator upon request and hold all drawings, calculations, and related work open to the inspection of the City's Project Administrator or his authorized agent at any time, upon reasonable request.

4. The Consultant shall furnish additional copies of reports, drawings, specifications, bidding and construction contract documents, and other pertinent items as required by federal, state and local agencies from which approval of the project must be obtained, prospective bidders, material suppliers, and other interested parties, but may charge only for the actual cost of providing such copies. The Consultant shall furnish to the City the necessary number of sets of the drawings, bidding and construction contract documents, specifications, reports, and other

pertinent items as set forth in individual Work Orders. The cost of these sets of documents are not included in the basic compensation paid to the Consultant, but will be paid as a direct expense. All original documents, survey notes, field books, tracings, and the like, including all items furnished to the Consultant by the City pursuant to this Agreement, are and shall remain the property of the City, and shall be delivered to the City upon completion of the work. All items prepared by the Consultant shall be created, maintained, updated, and provided in the format as specified by the City.

5. All construction drawings prepared by the Consultant shall be of sufficient detail to permit the actual location of the proposed improvements on the ground by a third party (i.e. the third party shall be able to accurately locate the proposed improvements on the ground using only the information contained in the Consultant's drawings).

6. The Consultant acknowledges that preparation of all applicable permits for the City's submittal to governmental regulatory agencies, and the Consultant's written responses to all regulatory agencies' questions, are included within the scope of basic compensation in each particular Work Order. Any additional work required by regulatory agencies which establish such regulations after the effective date of the particular Work Order, shall be an additional service, and the City shall compensate the Consultant in accordance with **GC-9 CONTRACT AMENDMENTS; CHANGE ORDERS of General Conditions** (Exhibit 1 of this Agreement), and in accordance with the fee schedule in an approved Work Order. Written approval by the City shall be required prior to commencement of any additional work.

7. If the City proposes to construct the improvements in a phased manner, the Consultant shall prepare detailed master plan drawings as required by the applicable Work Order.

8. Compensation to the Consultant for basic services shall be in accordance with each Work Order, as mutually agreed upon by the Consultant and the City. Schedule of current hourly billing rates are included in "Exhibit A" attached, and will be included as part of each Work Order when approved.

The Statement of Work does not include assistance in litigation undertaken or defended by the City. However, Consultant agrees to testify and assist the City in any litigation that is dependent upon or related to the services performed under this Agreement at the same hourly rate as provided for herein.

B. **Deliverables.** Consultant shall deliver all products and deliverables as stated therein. Consultant is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of professional standard of care for similar work. Consultant shall correct intentional or negligent errors, omissions or deletions in the services to be performed without additional compensation from the City. Unless otherwise specifically provided for herein, Consultant shall provide and pay for all materials, labor, and other facilities and equipment as are necessary for the performance of the Work. The City's Project Administrator shall make a final acceptance inspection of the deliverables when they are completed and finished in all respects in accordance herewith. The parties may at any time agree in the form of a written amendment to make changes within the general scope of this Agreement to the Work to be provided hereunder. Neither party shall unreasonably withhold consent to any such amendment.

C. **Progress Schedule.** Consultant shall provide an updated progress schedule with each payment request, taking into account all delays, Change Orders, etc. Failure to provide an updated progress schedule will be cause to withhold payment to Consultant until such time as the updated schedule is received.

D. **Progress Reports.** Does not apply to this Agreement.

E. **Ownership.** Ownership and copyright to all reports and all accompanying data (in all formats) produced pursuant to Work shall be vested in the City. Any source documents or any other documents or materials developed, secured or used in the performance of this Agreement shall be considered property of the entity from which such documents or materials originated.

F. **Consultant Computer Codes.** If Consultant uses any pre-existing computer codes required for the development of a model and which are necessary for use in completing the Work, such pre-existing computer codes shall be deemed proprietary to the Consultant who shall retain exclusive ownership of such computer codes, but, Consultant will grant to the City and its assignees, a non-exclusive license to use the proprietary computer model codes for the sole purpose of utilization and/or further development of the Work, and agrees to indemnify and hold the City harmless from all costs, damages, and expenses, including attorney's fees, arising from any claim, right, or suit over the proprietary interests in the computer codes.

G. **Other Computer Codes.** Consultant shall not be entitled to claim any proprietary right to computer codes that are first developed by Consultant in fulfilling the requirements of the Work, which shall be considered "work for hire" under applicable copyright and/or patent law. Such computer codes, which constitute a Deliverable hereunder, are the sole and exclusive property of the City. The City may copyright or patent such computer codes in their own name to the full extent authorized by law.

ARTICLE III - COMPENSATION

For satisfactory performance of the Work, the CITY agrees to pay, and the CONSULTANT agrees to accept, for services rendered pursuant to this Agreement, fees in accordance with the following:

A. **Professional Services Fee.** The CITY and the CONSULTANT shall, prior to the issuance of each Work Order, mutually agree upon the basic compensation fee for professional services included in Work Order and such amount shall be indicated in the Work Order to be formally approved by the CITY.

B. **Direct Payment for Additional Services**. The CITY agrees to pay on a direct basis for services or goods provided by others working in conjunction with the CONSULTANT, as follows:

1. **Printing and Reproduction**. Consultant shall include in its pricing for each Work Order the costs of all printing and reproduction required for said Work Order. The CITY shall make direct payment to the CONSULTANT for the cost of printing project plan sheets and other documents required for the project. The maximum cost allowed for per blueprint, mylar, or sepia utilized for this purpose shall be set forth in the Work Order.

C. **Invoicing Procedure**. All invoices shall be submitted to the **City of Titusville, Purchasing and Contracting Administrator, 555 S. Washington Avenue, Titusville, FL 32796**. Consultant shall submit monthly invoices based upon the actual portion of the Work performed (percentage of Task

Complete) and shall bill as per the Work Order Fee Breakdown Schedule. All payment requests shall contain the contract number, Consultant's name and address, name of City Project Administrator, and name of the Consultant's Project Manager.

All invoices shall be approved by the City as a condition precedent to payment. Payment requests that do not correspond to the appropriate Work Order or other requirements of this paragraph will be returned to the Consultant without action within twenty (20) business days of receipt and shall state the basis for rejection of the invoice. Payments shall be made within forty-five (45) days of receipt of an invoice that conforms to this Article.

D. **Payments**. The City shall make partial payments to the Consultant on the basis of duly certified and approved invoices for Work performed by the Consultant that has been certified by the City less five percent (5%) of the invoiced amount. The City shall pay the Consultant ninety-five percent (95%) of each approved invoice, subject to the withholding of any payments as provided in Paragraphs "E" and "F" below.

E. **Payments Withheld.** The City may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the City from loss as a result of: (1) defective Work not remedied; (2) failure of Consultant to make payments when due to subcontractors or suppliers for materials or labor; (3) the City's determination that the Work cannot be completed for the remaining or unpaid funds; (4) failure to maintain adequate progress in the Work; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

F. **Liquidated Damages.** It is mutually agreed that time may be of the essence for certain Work Orders issued under this Contract and should the Consultant fail to complete the Work within the specified time for any Work Order for which time is of the essence, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Consultant, and the City will retain an amount equal to 0.1% of the total amount for said Work Order per consecutive calendar day, not to exceed $300/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 Consultant to complete the Work within the specified time; it being further agreed that 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 Consultant. The maximum value of Liquidated Damages shall not exceed the work order value. Should Consultant be obstructed or delayed in the completion of the Work by any negligent act or default of Owner, or by conditions beyond the control of the Consultant then the time specified for completion of the Work may be extended for a period equivalent to the time lost by reason of such delay. The duration of such extension shall be determined by Owner and an extension will not be considered unless it is requested in writing, by Consultant, prior to the established completion date and setting forth the specific act(s) of neglect or default constituting the basis for the requested extension.

For the purposes 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.

G. **Forfeiture of Final Payment.** Consultant shall submit the final invoice to the City not later than 90 days after the Completion Date. CONSULTANT'S FAILURE TO SUBMIT THE FINAL INVOICE

TO THE CITY WITHIN THE TIME FRAME ESTABLISHED HEREIN SHALL BE A FORFEITURE OF ANY REMAINING AMOUNT DUE UNDER THE AGREEMENT.

H. **Release.** Upon the satisfactory completion of the Work, the City will provide a written statement to Consultant accepting all deliverables. Acceptance of the final payment shall be considered as a release in full of all claims against the City, or any of its members, agents, and employees, arising from or by reason of the Work done and materials furnished hereunder, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.

ARTICLE IV - INDEMNITY AND INSURANCE

A. As a part of the consideration provided hereunder by the City, the City and Consultant agree that Consultant shall indemnify and hold harmless the City, its public officers, and employees, from all 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 Consultant and persons employed or utilized by Consultant in the performance of this contract.

B. As a part of the consideration provided hereunder by the City, the City and Consultant agree that Consultant shall indemnify and hold harmless the public funding agencies, their public officers, and employees, from all 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 Consultant and persons employed or utilized by Consultant in the performance of this contract.

C. Consultant shall acquire and maintain all insurance required by the General Conditions, provided, however, that the General Conditions may be superseded by an attachment hereto.

ARTICLE V - FUNDING CONTINGENCY

This Agreement is at all times contingent upon funding, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the City; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one (1) year are subject to annual appropriation of funds, in the sole discretion and judgment of the City, for each succeeding year. Should the Work provided for hereunder not be approved, in whole or in part, for funding by an external funding source, or the City in succeeding years, the City shall so notify Consultant, and this Agreement shall be deemed terminated for convenience in accordance with **GC-13 TERMINATION FOR CONVENIENCE** five (5) business days after receipt of such notice, or within such additional time as the City may allow.

ARTICLE VI - PROJECT MANAGEMENT

A. **Project Managers.** The individuals listed below shall be responsible for overall coordination, oversight, and management of the Work. The parties agree to the following persons being designated as the City's Project Manager and the Consultant's Project Manager:

CITY	CONSULTANT
As assigned, Project Manager	Eric Grotke, P.E., Vice President
City of Titusville	CDM Smith Inc.
555 S. Washington Ave.	101 Southhall Lane, Suite #200
Titusville, Florida 32796-3584	Maitland, Florida 32751
Phone # (321) 567-	Phone # 407 –660-2552
E-mail:	E-mail: grotkeej@cdmsmith.com

B. **City Project Administrator.** The City's Purchasing and Contracting Administrator shall have sole and complete responsibility to transmit instructions, receive information, and communicate policies and decisions regarding all matters pertinent to performance of the Work.

C. **Change in Project Administrator/Manager.** Either party to this Agreement may change its Project Administrator/Manager by providing not less than ten (10) working days prior written notice of the change to the other party; provided, however, that in the event Consultant's Project Manager is designated as key Consultant personnel pursuant to Article VIII. B, the provisions thereof shall apply. The City reserves the right to request Consultant to replace its Project Manager if said Manager is unable to carry the Work forward in a competent manner or fails to follow instructions or the specifications, or for other reasonable cause.

D. **Supervision.** Consultant shall provide efficient supervision of the Work, using its professional skill and attention. If the City produces documented evidence and informs the Consultant that any person on the job is working contrary to the Agreement or the instructions of the City, that person shall thereupon be immediately dismissed from the project and shall not be given employment on any work connected with this Agreement.

E. **Notices.** All notices to each party shall be in writing and shall be either hand-delivered or sent via U.S. certified mail or e-mail to the respective party's Project Administrator or Project Manager at the names and addresses specified above. All notices shall be considered delivered upon receipt. Should either party change its address, written notice of the new address shall be sent to the other party within five (5) business days.

ARTICLE VII - CCNA PROVISIONS

A. **Contingency Fees**. Pursuant to section 287.055(6)(a), Fla. Stat., Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, 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 Consultant, any fee, commission, percentage, gift, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of these provisions, the City may terminate this Agreement without liability and, at its discretion, deduct from the contract price or otherwise recover the full amount of any such fee, commission, percentage, gift, or other consideration.

B. **Truth-in-Negotiations.** This provision applies only to lump sum or cost-plus-a-fixed-fee contracts entered into in excess of $150,000 (see section 287.055(5)(a), Fla. Stat.). Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

A. **Key Consultant Personnel**. Consultant acknowledges its understanding that the experience level of key Consultant personnel to be involved in performance of the Work was a material factor that was considered by the City in determining to enter into this Agreement with Consultant. The following individual is considered Key Consultant personnel:

Eric J. Grotke, P.E., BCEE | Vice President
Jennifer Lyons, P.E. | Project Manager
Brian Karmasin, P.E.
Colin Hobbs, PhD, P.E., BCEE
David Prah, P.E., BCEE
Brian Mack, P.E., DWRE
James Wittig, P.E.
Dannielle Honour, P.E., DWRE
Benjamin Pernezny, P.E.
Brian Williams, P.E., ENV SP
Spencer Perry, Jr., P.E., LEED AP
Carl Frizzel, PhD, P.E

Consultant shall not substitute key personnel without the prior written consent of the City. In the event key personnel leave the Consultant's employ during the term of this Agreement, the City shall have the right to approve substitute key personnel. In the event the parties cannot agree upon substitute personnel, the City may terminate this agreement for convenience, as provided in **GC -13 TERMINATION FOR CONVENIENCE.**

B. **Assignment and Subcontracts.** Consultant shall not sublet, assign, or transfer any Work, in whole or in part, or assign any moneys due or to become due hereunder, without the prior written consent of the City. Consultant shall notify the City's Project Administrator in writing of the names of subcontractors proposed for the services, if different than the team specified in the applicable selection prior to execution of the Agreement. Neither City approval of a subcontractor nor any other provision of this Agreement shall create a contractual relationship between any subcontractor and the City. Consultant shall be responsible for the fulfillment of all work elements included in the subcontracts and shall be responsible for the payment of all monies due under any subcontract. Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for its own acts and omissions. Consultant shall hold the City harmless from any liability or damages arising under or from any subcontract to the extent allowed by law. The subcontractor(s) shall provide evidence of said hold harmless and indemnity prior to commencement of work.

C. **Interest of Consultant**. Consultant certifies that no officer, agent, or employee of the City has any material interest, as defined in Chapter 112, Fla. Stat., either directly or indirectly, in the business of Consultant to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.

D. **Independent Contractor.** Consultant is an independent contractor. Neither Consultant nor Consultant's employees are employees of the City. Consultant shall have the right to control and direct the means and methods by which the Work is accomplished. Consultant may perform services for others, which solely utilize Consultant's facilities and do not violate any confidentiality requirements of this Agreement. Consultant is solely responsible for compliance with all labor and tax laws pertaining to Consultant, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Consultant's duties with respect to Consultant, its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if Consultant is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the City provides training, equipment, materials, or facilities or otherwise facilitate performance of the Work, this shall not affect any of Consultant's duties hereunder or alter Consultant's status as an independent contractor.

E. **Conflicting Employment**. Consultant hereby represents that it has no undisclosed conflict of interest between the services to be provided under this Agreement and services being provided by Consultant to any other clients. Should Consultant or the City become aware of any such conflict of interest, that party will promptly notify the other party thereof. Consultant and the City shall negotiate in good faith to resolve the conflict. If Consultant and the City cannot resolve the conflict of interest, the City may terminate this Agreement upon fifteen (15) business days prior written notice if Consultant fails to resolve the conflict within such time period. In no case shall the Consultant's Project Manager, or other key personnel who have been so identified in the Article VIII.B., be directly involved in providing services to other clients associated with the conflict. Notwithstanding the foregoing, Consultant may accept retainers from or be employed by third parties whose interest appear conflicting or inconsistent

with that of the City if, after full written disclosure of the facts to the City, the City determines that the apparent conflict shall not interfere with the performance of the Work by Consultant.

F. **Civil Rights.** Pursuant to Chapter 760, Fla. Stat., Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap, or marital status.

G. **Audit: Access to Records.** Consultant agrees that the City or its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds hereunder, have access to examine any of Consultant's books, documents, papers, and other records involving transactions related to this Agreement. Consultant shall preserve all such records for a period of not less than three (3) years. Payment(s) made hereunder shall be reduced for amounts charged that are found on the basis of audit examination not to constitute allowable costs. Consultant shall refund any such reduction of payments. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. Consultant will provide proper facilities for access to and inspection of all required records.

H. **Release of Information.** Records of Consultant that are made or received in the course of performance of the Work may be public records that are subject to the requirements of Chapter 119, Fla. Stat. However, some records may be confidential or exempt from disclosure under Chapter 119, Fla. Stat. In the event Consultant receives a request for any such records, Consultant shall notify the City's Project Administrator and comply with Chapter 119, Fla. Stat. Consultant shall not prepare any news or press release in any way related to this Agreement, without the City's written consent.

I. **Royalties and Patents.** Unless expressly provided otherwise herein, Consultant shall pay all royalties and patent and license fees necessary for performance of the Work and shall defend all suits or claims for infringement of any patent rights and save and hold the City harmless from loss on account thereof, provided, however, that the City shall be responsible for all such loss when the utilization of a particular process or the product of a particular manufacturer is specified by the City. If Consultant at any time has information that the process or article so specified is an infringement of a patent, it shall be responsible for such loss unless it promptly provides such information to the City. Consultant hereby certifies to the City that the Work to be performed pursuant to this Agreement does not and will not infringe on any patent rights.

J. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the state of Florida.

K. **Venue.** In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings, if in state court, shall be in Brevard County, Florida, and if in federal court, shall be in the Middle District of Florida, Orlando Division.

L. **Attorney's Fees.** In the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each party shall bear its own costs and attorney's fees.

M. **Conflicting Provisions.** If any provision hereof is found to be in conflict with any other, then the specific terms shall prevail over the general.

N. **Waiver of Right to Jury Trial.** In the event of any civil proceedings arising from or related to this Agreement, Consultant hereby consents to trial by the court and waives its right to seek a jury trial in such proceedings; provided, however, that the parties may mutually agree to a jury trial.

O. **Construction of Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to the preparation hereof.

P. **Entire Agreement.** This Agreement, upon execution by Consultant and the City, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. Consultant agrees that no representations have been made by the City to induce Consultant to enter into this Agreement other than as expressly stated herein. This Agreement cannot be changed orally or by any means other than written amendments referencing this Agreement and signed by all parties.

Q. **Separate Counterparts.** This Agreement may be executed in separate counterparts, which shall not affect its validity.

R. **Authority to Enter into Agreement.** Each party to this Agreement has the authority to enter into and form this Agreement. The individuals signing the Agreement have the authority to act as agents of their respective organizations. Each party acknowledges that they have read this Agreement and will abide by it.

IF CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO 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.

IN WITNESS WHEREOF, the City of Titusville has caused this Agreement to be executed on the day and year written below in its name by its Mayor, and Consultant has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached.

CONSULTANT:

CDM Smith Inc.
101 Southhall Lane, Suite #200
Maitland, Florida 32751

By _____

Name: Eric J. Grotke

Title: Vice President

Date: March 1, 2018

THE CITY OF TITUSVILLE:

555 S. Washington Ave.
Titusville, FL 32796

By _____
Walt Johnson, Mayor

Date 3-13-18

ATTEST:

_____
Wanda Wells, City Clerk

Date 3-13-18

APPROVED AS TO FORM:

_____
Richard Broome, City Attorney

Date 3-12-18

APPROVED AS TO CONTENT:

_____
William S. Larese, City Manager

Date 12 MAR 18

Staff Preparation:

_____ Date 3/8/18
Jesus M. Vieiro, Purchasing & Contracting Administrator

_____ Date 3/7/18
Sean Stauffer, Water Resources Director

Documents attached:

Exhibit 1 — General Conditions
Exhibit 2 — CDM Smith Inc. billing hourly rates

EXHIBIT 1 - GENERAL CONDITIONS

GC-1 DEFINITIONS

A. **ADDENDA:** Written or graphic instruments issued prior to the opening of Solicitations, which make additions, deletions, or revisions to the contract documents.

B. **AGREEMENT:** The written contract between the City and Consultant covering the Work to be performed, which includes all other documents that are attached to the Agreement or incorporated by reference and made a part thereof. It shall be understood that the words "contract" and "Agreement" are synonymous in these documents.

C. **AMENDMENT:** Any written change made to the terms and conditions of the Agreement.

D. **COMMENCEMENT DATE:** The date upon which the Work is authorized to proceed.

E. **COMPLETION DATE:** The date upon which the Work is required to be completed.

F. **CONSULTANT:** Consultant, its officers, agents, employees, and assigns.

G. **CONSULTANT's PROJECT MANAGER:** The individual designated by the Consultant to be responsible for overall coordination, oversight, and management of the Work for Consultant.

H. **DAY:** Each day shown on the calendar.

I. **DELIVERABLES:** All Work that is to be performed pursuant to the Statement of Work, in whole or in part, including, but not limited to, all equipment or materials that are incorporated within the Work.

J. **CITY:** The City of Titusville, its officers, agents, and employees.

K. **CITY'S PROJECT MANAGER:** The _____ of the City or authorized designee, as provided herein.

L. **CITY'S PROJECT ADMINISTRATOR:** The Purchasing and Contracting Administrator of the City or authorized designee, as provided herein.

M. **CITY'S SUPPLEMENTAL INSTRUCTION:** Instructions issued by the City's Project Administrator to make minor changes in the Work not affecting the Total Compensation or the Completion Date, and consistent with the purpose of the Work.

N. **FORCE MAJEURE:** The failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Consultant: (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.

O. **PERSON:** Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or others, and any combination of individuals.

P. **STATEMENT OF WORK:** The part of this Agreement containing the written scope, budget, schedule, directions and requirements for completing the Work. Standards for specifying materials or testing that are incorporated therein by reference shall have the same force and effect as if fully set forth therein.

Q. **SUBCONTRACTORS**: Those persons having a direct contract with Consultant relating to performance of the Work.

R. **TOTAL COMPENSATION:** The total amount of funds to be expended pursuant to this Agreement upon satisfactory completion of the Work provided for hereunder.

S. **WORK:** Includes labor, materials, equipment, transportation, supporting documentation, and all other products, services, or facilities necessary for complete performance of the Agreement.

GC-2. CORRELATION AND INTENT OF DOCUMENTS

The body of this Agreement and all attachments and documents incorporated by reference are complementary. What is called for by one shall be as binding as if called for by all. The intent of the documents is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. The City will furnish any additional instructions by means of drawings or otherwise as are necessary for the proper execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

GC-3. ACCESS; WORK AREA; GATES

Access. For any Work that is performed on City property or property interests, the City will provide sufficient access to accomplish the Work. Land access to the work area shall be restricted to the route designated by the City. All access routes shall be used for the purpose of the Work only. Consultant shall not disturb lands or waters, except as may be found necessary and authorized by the City.

Gates. Consultant shall keep all gates to lands or easements to which it is granted access closed and locked in accordance with property owner's specifications when not in use.

GC-4. PERMITS, REGULATIONS, AND LICENSES

All materials used and work performed must conform to the laws of the United States, the State of Florida and county and municipal ordinances. Consultant represents and warrants that it is duly licensed to perform the work in accordance with the laws of the State of Florida and the county or municipality in which the work is to be performed. Consultant shall give to the proper authorities all required notices relative to the Work in its charge; obtain and pay for all official permits or any other licenses, including any and all professional licenses required by the nature of the work; and furnish any bonds, security, or deposits required to permit performance of the Work.

Until the Work is accepted by the City as substantially complete, Consultant shall comply with all conditions of permits issued by governmental agencies, which are incorporated herein. Consultant is responsible for the resolution of any issues resulting from a finding of noncompliance limited to Consultant's actions to meet permit requirements by any regulatory agencies, including all costs for delays, litigation, fines, or other costs.

GC-5. PROJECT SCHEDULING AND WORK PLANNING

Pre-work Conference. Within seven (7) business days after the execution of this Agreement, Consultant shall be responsible for scheduling a pre-work conference with the City's Project Manager at a mutually convenient time. The purpose of this conference shall be to discuss scheduling of the Work and any matters related thereto. Consultant shall provide a work plan detailing how Consultant will execute the Work for the City's approval not less than five (5) days prior to the pre-work conference. Consultant will allow ten (10) days from the date of the City's receipt of the work plan for review and approval.

Progress Meetings. The City may elect to conduct progress meetings with Consultant on a frequency to be determined by the City. In such event, Consultant shall make available its project manager and/or superintendent and other appropriate personnel to discuss matters pertinent to performance of the Work in progress.

Failure to Meet Schedule. If the progress of the Work falls five percent (5%) or more behind schedule, except as a result of delays approved by the City, Consultant shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent (10%) or more behind schedule, the City will formally advise Consultant through a "cure" notice that the City considers Consultant's failure a condition that is endangering performance of this Agreement, and that unless said failure is cured within the time frames specified in said notice, the City may terminate this Agreement for default pursuant to **GC-12 — CITY TERMINATION FOR CAUSE.**

GC-6. CONSULTANT'S QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK

It is the City's intention to fully assist Consultant in the successful performance of the Work and to respond in a timely manner to any questions or issues that arise. Consultant should initially discuss any questions or issues with the City's Project Manager and communicate such questions or issues to the City's Project Administrator in writing when required by the terms of this Agreement or as otherwise determined by Consultant to be in its best interest. Within a reasonable time after their presentation, the City shall respond to any such questions or issues through its Project Administrator.

GC-7. MODIFICATION OF SPECIFICATIONS NOT AFFECTING TOTAL COMPENSATION OR COMPLETION DATE

No verbal agreement or conversation with any officer, agent, or employee of the City after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the Statement of Work without written authorization of the City. Nor shall the presence or absence of a City inspector relieve Consultant from any requirements of this Agreement.

The City's Project Administrator shall have authority to authorize minor changes in the Work, not affecting the Total Compensation or the Completion Date, and not inconsistent with the purpose of the Work. Consultant shall not make changes authorized by the City's Project Administrator without issuance of the City's Supplemental Instructions (SI) form (see Attachment 1) and approved by Consultant. All supplemental instructions shall be incorporated into the Agreement

The supplemental instructions, if approved solely upon the authority of the City's Project Administrator, shall indicate that: (1) both parties agree that the changes in the Work will not affect the Total Compensation or the Completion Date, or (2) that Consultant believes that the proposed supplemental instructions will involve extra cost or extend the Completion Date. FAILURE OF CONSULTANT TO GIVE THE CITY WRITTEN NOTICE AS PROVIDED HEREIN CONSTITUTES A WAIVER OF ANY CLAIMS FOR EXTRA COST. If the City continues to direct that the supplemental instructions be implemented, Consultant shall implement said instructions upon receipt of an approved Change Order in accordance with **GC-9 – CONTRACT AMENDMENTS; CHANGE ORDERS.**

GC-8. CONTRACT AMENDMENTS; CHANGE ORDERS

The City may make changes to this Agreement by altering, adding to, or deducting from the Work without liability to Consultant, except for the reasonable cost of any additional Work. The City shall execute a written Change Order specifying the change in the Work. All such Work within the capacity of Consultant to perform shall be performed pursuant to the terms hereof. Any associated claim for extension of time will be adjusted at the time of ordering the change in the Work.

The parties shall negotiate the value of the change in the Work on an equitable basis. The value of any change in the Work may be determined in one or more of the following ways:

(a) By estimate and acceptance in a lump sum,
(b) By unit prices for Consultant employees, as provided in the contract or subsequently agreed upon, with a not-to-exceed amount agreed upon by the parties

If the parties cannot agree upon the cost of the Change Order, Consultant shall proceed with the Work only as directed in writing by the City and shall maintain and present, in such form as the Project Administrator may direct, the correct amount of the Consultant employees labor hours together with vouchers for other direct costs for printing and reproduction. The Project Administrator will certify the amount due Consultant. Pending a final determination of value, payments on account of the Change Order will be made based upon the City Project Administrator's estimate. Final resolution of the amount due to Consultant shall be pursuant to **GC-22 — DISPUTE RESOLUTION**.

The City may determine that City instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters related to performance of the Work, which impose additional costs upon Consultant, do not warrant an increase in the Total Compensation or an extension of the Completion Date. If Consultant disputes this determination, final resolution thereof shall be pursuant to the provisions of **GC-22 — DISPUTE RESOLUTION.**

GC-9. FORCE MAJEURE; DELAYS; EXTENSION OF COMPLETION DATE

Force Majeure. Consultant shall not be subject to any liability for failure to carry out any of the terms of this Agreement to the extent that such failure shall be due to a Force Majeure event, as defined herein. Consultant 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.

Consultant-Induced Delay. Consultant shall not be compensated for delays in the Work caused by Consultant's inefficiency, rework made necessary by Consultant's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work.

Adverse Weather Conditions. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The City is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure and the work is within the critical path.

Notice of Delay. Within ten (10) days after the onset of a delay, Consultant shall provide the City written notice of the delay, which shall include the following: (1) a detailed description of the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten (10) days after the inception of the delay shall only be effective as to additional costs or delay in performance incurred during the ten (10) day period preceding receipt of such notice by the City. In the case of continuing cause or delay, only one claim for extension of time is necessary. FAILURE TO PROVIDE THIS NOTICE SHALL BE A WAIVER OF ANY CLAIM OF CONSULTANT FOR EXTENSIONS OF TIME OR ADDITIONAL COMPENSATION AS A RESULT OF SUCH DELAY, AS PROVIDED HEREIN.

Extension of the Completion Date. If Consultant should be delayed at any time in the progress of the Work due to the negligence of the City, the failure of a consultant employed by the City to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the City, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended for such time as is necessary to compensate for the delay. All time extensions shall be in the form of a written amendment and signed by both parties.

Liquidated Damages. The City and Consultant recognize that time is of the essence in this Contract, and as delay in prosecution of the Work may result in public inconvenience, or business interference, it is understood that the Consultant must press towards completion of the Work within the time frame established by this Contract. Moreover, the cost to the City for the administration, engineering, construction, inspection, and supervision will be increased as the project duration is lengthened.

Should the Consultant or, in case of default, the surety, fail to complete the Work or any portion or phase thereof 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 or the cost of any applicable portion or phase 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. Liquidated Damages shall not exceed the work order value.

Example: Portion Contract Amount x 1 Mill = Daily Liquidated Damages

$50,000.00 x .001 = $50.00 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: (Portion Contract Amount x 1 Mill) + Calculated Revenue Loss*=Daily Liquidated Damages

($50,000.00 x .001) + $1,200.00 = $1,250.00 per day or
$50.00+ $1,200.00 = $1,250.00 per day

The City will base its calculation on direct losses of revenue projected upon completion of the required work.

The Consultant 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 Consultant 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.

GC-10. CITY REMEDIES FOR NON-PERFORMANCE

City Remedies. The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the City may avail itself of any statutory and/or common law remedies not specifically set forth herein. In the event of a breach of this Agreement, the City may terminate this Agreement for cause in accordance with **GC-12 — CITY TERMINATION FOR CAUSE**. Alternatively, the City may elect to allow Consultant to correct the deficiency in performance or may take such action as is necessary to correct such deficiency through City action or that of a third party.

Consultant Correction of Deficiencies. The City shall provide Consultant with written notice of a failure of performance hereunder. Such notice shall state the nature of the deficiency and, at the City's sole judgment and discretion, may afford Consultant an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure said deficiency. If the City determines to allow Consultant an opportunity to correct the deficiency, Consultant shall promptly correct all Work rejected by the City. If Consultant disputes the fact that a failure of performance has occurred, Consultant shall, nevertheless, perform the corrective action and may submit a request for a Change Order in accordance with **GC-9-CONTRACT AMENDMENTS; CHANGE ORDERS** for any increase in the Total Compensation it believes it is entitled to receive. Unless expressly so provided by the City, the Completion Date shall not be extended as a result of action necessary to correct deficiencies in performance. Failure of Consultant to initiate or complete corrective action within the prescribed time period may result in the City pursuing alternative remedies, as provided for herein.

Alternative Remedies to Correct Deficiency. If the City determines that it is not in its best interest for Consultant to correct incomplete or incorrect Work caused by Consultant's failure of performance, the City may pursue any of the following remedies, or combination thereof, in whole or in part:

1. Accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation;

2. Complete the Work through the utilization of City employees and deduct the cost thereof from the Total Compensation;

3. Contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.

City Technical Assistance. The City may elect to provide technical assistance to Consultant in order to complete satisfactory performance of the Work. If the City is performing the function that Consultant is required to perform pursuant to this Agreement, the City may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such extraordinary technical assistance, the City shall notify Consultant that it considers such assistance to be above and beyond its duties hereunder and of its intention to deduct the cost of providing such assistance from the Total Compensation. Consultant shall not be entitled to reject technical assistance when the City determines that such assistance is necessary for the successful completion of the Work.

GC-11. CITY TERMINATION FOR CAUSE

The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Consultant's:

(a) Failing to carry forward and complete the Work in accordance with the requirements hereof;
(b) Failing to comply with applicable laws, regulations, permits, or ordinances;
(c) Failing to timely commence or continuously and vigorously pursue correction of defective Work;
(d) Making a general assignment for the benefit of its creditors;
(e) Having a receiver appointed because of insolvency;
(f) Filing bankruptcy or having a petition for involuntary bankruptcy filed against it;
(g) Failing to make prompt payments, when properly due, to subcontractors, vendors, or others for materials or labor used in the Work; or
(h) Making a material misrepresentation to the City regarding the Work or performance thereof.

The City shall provide Consultant with written notice of its intention to terminate this Agreement for cause, which shall provide the effective date of termination. Such notice shall state the nature of the deficiency and, at the City's sole judgment and discretion, may afford Consultant 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, Consultant 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 the Work, including compensation for additional managerial and administrative services, the excess will be paid to Consultant. If the expense exceeds the unpaid balance, Consultant shall pay the difference to the City. The expense incurred by the City and the damage incurred through Consultant's default will be certified by the City.

GC-12. CITY 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 Consultant. Upon receiving notice of termination, Consultant 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. Consultant 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, Consultant shall be compensated for any Work performed under this Agreement prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor. Any such materials shall become the property of the City. Consultant waives all claims for compensation in excess of that which is specifically provided for herein, including, but not limited to, loss of anticipated profits; idle equipment, labor, and facilities; and claims of subcontractors and vendors.

GC-13. CITY'S RIGHT TO STOP WORK

Suspension for Convenience. The City may direct the Consultant to stop the Work, in whole or in part, whenever, in the City's sole judgment and discretion, such stoppage is necessary to ensure the proper completion of the Work, avoid injury to third persons, or otherwise meet the objectives of the City. The City shall provide Consultant not less than five (5) days written notice, except in emergency circumstances.

Should the City issue a Stop Work Notice for convenience, Consultant shall immediately comply with the instructions of the Stop Work Notice. Should such stoppage cause an increase or decrease in Consultant's cost, an equitable adjustment will be made in accordance with **GC-9 — CONTRACT AMENDMENTS; CHANGE ORDERS**. Stop Work Notice(s) shall continue in full force and effect until rescinded in writing by the City, unless the period of suspension is stated in the written notice.

Suspension for Cause. The City may issue a written partial or full Stop Work Notice in the event Consultant fails to comply with, or is negligent in the performance of, any provision of this Agreement. In such event the City shall not be liable for any costs incurred by Consultant. The partial Stop Work Notice will include instructions as to the specific Work to be stopped. If a full Stop Work Notice is issued, all performance hereunder shall immediately cease and no further billable costs shall be incurred. The City may elect to have Consultant cease work until corrections are made at no additional cost to the City and with no allowance for extension of time, or it may elect to terminate this Agreement if Consultant fails or refuses to comply with the terms of a Stop Work Notice.

GC-14. CONSULTANT'S RIGHT TO STOP WORK, CHARGE INTEREST, AND/OR TERMINATE AGREEMENT

Stop Work. Consultant shall not be entitled to stop work or terminate this Agreement except as expressly provided for herein. Consultant may stop work under the following circumstances:

1. The Work is ordered to be temporarily discontinued by a court or other public authority; or

2. It is necessary to stop work in order to protect the safety of Consultant, its officers, employees, or third persons who may be endangered by the Work.

3. The City is in material breach of the agreement, and has not cured the breach within 45 days of receipt of written notice of breach of contract.

In such event, Consultant shall provide the City not less than seven (7) days prior written notice of its intention to stop work, except in emergency circumstances when necessary to prevent injury to persons or property.

Termination. Consultant may terminate this Agreement under the following circumstances:

1. The Work is ordered to be discontinued by a court or other public authority, through no act or fault of Consultant, its officers, employees, or subcontractors, for a period of not less than three (3) months;

2. The City is in material breach of the agreement, and has not cured the breach within 45 days of receipt of written notice of breach of contract.

In such event, Consultant shall provide the City no less than thirty (30) days prior written notice of its intention to terminate this Agreement.

Duty to Perform. In the event of any other dispute or other matter arising from the performance of this Agreement, Consultant shall fully perform the Work in accordance with the City's written instructions and may claim additional compensation only pursuant to **GC- 9 — CONTRACT AMENDMENTS – CHANGE ORDERS.**

GC-15. USE OF COMPLETED PORTIONS OF THE WORK

The City shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed in accordance with this Agreement. If such possession and use increases the cost of or delays the Work, Consultant shall be entitled to extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use. Any such claims shall be handled as Change Orders pursuant to **GC- 9 — CONTRACT AMENDMENTS – CHANGE ORDERS.**

GC-16. INSURANCE

Unless expressly provided herein by an attachment to this Agreement, Consultant shall not commence the Work until it has provided certificates to the City for amounts of insurance as follows:

(a) **Workers' Compensation Insurance**. Florida statutory requirements.

(b) **General Liability.** Consultant shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than $1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (1) Contractual Liability, (2) Products and Completed Operations, (3) Independent Contractors Coverage, (4) Broad Form General Liability Extensions or equivalent, and (5) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable, per contract aggregate.

(c) **Automobile Liability.** $1,000,000 combined single limits per accident for bodily injury and property damage.

(d) **Umbrella policy**. With limits of $1,000,000.

(e) **Professional Liability.** (per claim) $1,000,000 single limits.

(f) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City.

(g) **Acceptability of Insurers.** Insurance is to be placed with insurers with an A.M. Best rating of A:V or greater.

The City shall be shown as an additional insured party under all of the above insurance policies, with the exception of the workers' compensation and Professional Liability policy.

The proof of insurance supplied prior to execution of this Agreement shall have the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" stricken from their cancellation clause in the Certificate of Insurance.

All insurance shall be maintained in force until completion of the Work and shall include an endorsement requiring ten (10) days prior written notice to the City before any change or cancellation is made effective.

The City requires that general liability insurance be written on an "occurrence" basis. "Claims made" coverage will be accepted only on an "exception" basis after verifying that "occurrence" coverage is not available.

GC-17. DIVERSITY

The City is committed to the opportunity for diversity in the performance of all procurements, and encourages its prime vendors (contractors and suppliers) to make good faith efforts to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation, as the second- and lower-tier participants. The City will assist its vendors (contractors and suppliers) by sharing information on W/MBEs to encourage their participation.

GC-18. SAFETY

Consultant shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned.

In performing the Work, Consultant shall provide and maintain sufficient protection for the lives and health and safety of its employees and other persons who may utilize any City or other premises upon which the Work is to be performed, and to prevent damage to property, materials, and equipment. To this end, Consultant shall comply with all applicable state, federal, and local governmental safety laws, rules, regulations, and ordinances. Consultant shall make certain that only authorized personnel are allowed on the worksite, if applicable, and shall post notices warning both employees and members of the public of all safety hazards created by Consultant. Warning signs shall be furnished, erected, maintained, moved, and removed as required by all applicable laws, rules, regulations, and ordinances or by this Agreement, to adequately and safely inform and direct the traveling public. Signs and markers shall indicate actual conditions.

GC-19. PROTECTION OF LAND AND WATER RESOURCES

Consultant shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, bitumens, calcium chloride, acids, insecticides, herbicides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Consultant shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in Section 403.031, Fla. Stat., is dumped or spilled in unauthorized areas, Consultant shall notify the City thereof within one (1) workday and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and disposed of as directed by the City and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by Consultant. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in Section 403.031, Florida Statutes, is dumped or spilled or otherwise discharged on, over or under the property of the City, Consultant shall notify the affected entity within one (1) workday.

GC-20. AVOIDANCE OF PUBLIC OR PRIVATE NUISANCE

Consultant shall exercise every reasonable precaution and means to avoid the creation or continuance of any public or private nuisances resulting from the progress of the Work.

GC-21. DISPUTE RESOLUTION

Consultant has the duty to seek clarification and resolution of any issue, discrepancy, misunderstanding, or dispute arising from questions concerning interpretation or acceptable fulfillment of this Agreement by the parties. Unless otherwise specified, any formal request by Consultant for additional compensation, schedule adjustment, or other dispute resolution shall be submitted by Consultant to the City's Project Administrator no later than ten (10) days after the occurrence of the event causing the dispute. The City's Project Administrator shall forward the formal request to the City Attorney for consideration. Consultant may request non-binding mediation in the formal request. The City Attorney shall, at his/her sole discretion, determine whether the formal request will be addressed through mediation. If the City Attorney chooses to submit to non-binding mediation, the parties shall share equally in all associated costs. FAILURE TO PROVIDE SUCH FORMAL REQUEST SHALL CONSTITUTE A WAIVER OF ANY CLAIM ARISING OUT OF EVENTS OCCURRING MORE THAN TEN (10) DAYS PRIOR TO THE DATE THE FORMAL REQUEST IS PROVIDED TO THE CITY, UNLESS EXTENDED BY THE CITY.

No later than twenty (20) days after the receipt of such request, the City Attorney will inform Consultant of its decision to submit to non-binding mediation, or it will issue a written decision upon the request; provided, however, that the City may extend this period for an additional twenty (20) days in complex matters requiring detailed investigation. If the City Attorney chooses to consider the matter in-house, a determination will be provided to Consultant's authorized representative. At all times, Consultant shall proceed with the Work in accordance with said determination, instruction, or clarification. The determination of the City Attorney shall be deemed final and accepted by Consultant unless Consultant, within ten (10) days after receipt thereof, files with the City Attorney, copying the City's Project Administrator, a written statement that clearly describes the basis for Consultant's disagreement with said determination. FAILURE TO SUBMIT A WRITTEN STATEMENT AS PROVIDED FOR HEREIN SHALL CONSTITUTE A WAIVER OF ANY RIGHT TO FURTHER DISPUTE THE CITY'S DETERMINATION, INSTRUCTION, OR CLARIFICATION.

No later than ten (10) days after receipt of such written statement, the City shall issue its decision as to whether the prior determination of the City Attorney. The City's decision shall constitute final action of the City and shall thereafter be subject to judicial review.

ATTACHMENT 1 — CITY'S SUPPLEMENTAL INSTRUCTIONS (sample)

Date: _____; Contract Number: _____

Contract name:

To: _____

From: _____; Project Administrator

The Work shall be carried out in accordance with the following Supplemental Instructions, issued in accordance with the Agreement. The City's Project Administrator, by issuance of these instructions, has determined that they will not result in a change in the Total Compensation or the Completion Date. Prior to proceeding in accordance with these instructions, please indicate your acceptance hereof as provided below and return to the City's Project Administrator.

1. Consultant's supplemental instructions:

2. Description of Work to be changed:

3. Description of supplemental instruction requirements:

Approved: _____ Date: _____
City Project Administrator

CONSULTANT approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____
(Consultant agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Acknowledged: _____ Date: _____
City Project Manager

Approved in accordance with recommendations.

D. Highway Maintenance Agreement - Resolution No. 2-2018

Approve Resolution No. 2-2018 authorizing the State of Florida Department of Transportation, hereinafter called the department, and the City of Titusville, hereinafter called the City, to execute a Memorandum of Agreement between the City and the department for the maintenance of state road rights-of-way by the City; setting forth an effective date.

Approved in accordance with recommendations.

E. L'Image Villas Townhomes - Amendment to Declaration of Covenants and Restrictions

Approve amendments to the L'Image Villas Townhomes Declaration of Covenants and Restrictions.

Approved in accordance with recommendations.

F. Firehouse Subs Public Safety Foundation Grant Award Acceptance Request

Request approval to accept the grant award from Firehouse Subs Public Safety Foundation for 1 set of Hurst Edraulic Extrication Tools and Equipment valued at $30,780 and to authorize the Mayor to accept the grant and to authorize the City Manager to issue and execute any instruments necessary for the receipt of the grant and purchase of identified equipment if required.

Approved in accordance with recommendations.

G. Continuing Consultant Contract Award for RFQ #17-Q-30 Water Resources

Approve, subject to the resolution of the contract terms by the City Attorney and City Manager, the award of contracts to the top four ranked firms AECOM, CDM Smith, Wright-Pierce, and Barnes, Ferland & Associates to provide Continuing Engineering Consultants services for RFQ #17-Q-30 Code 101 Water Resources Services during a three (3) year initial term with two (2) optional one (1) year extensions; and authorize the Mayor to execute the contracts.

Approved in accordance with recommendations.

H. Sale of 1010 Queen Street - Located in Inspiration Village

Accept offer presented from buyer for property located at 1010 Queen Street, and authorize staff to negotiate and settle close of property.

Withdrawn.

I. Contract Award for the Replacement of Two Manholes

Approve, subject to the resolution of the contract terms by the City Attorney and City Manager, the award of a contract to Gregori Construction, Inc. of Titusville, FL in the amount of $93,880.00 for the replacement of Manhole #58-14 on Cocoanut Dr and Manhole #55-14 on Key Road, and authorize the Mayor to execute the contract.

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **In-Depth, Inc. Contract for Repair and Maintenance of Existing Clearwells at Mourning Dove Water Treatment Plant**

Department/Office: Public Works

Recommended Action:

Approve the use of Toho Water Authority Contract No. IFB-26-015 and authorize a purchase order to In-Depth, Inc. in an amount not to exceed $100,000 for underwater maintenance and repairs to the two clearwells at the Mourning Dove Water Treatment Plant and authorize the Mayor to execute the contract.

Summary Explanation & Background:

The Mourning Dove Water Treatment Plant has two clearwells that store filtered and disinfected drinking water prior to distribution and provide the chlorine contact time required for disinfection. Water storage tanks, including clearwells, should generally be inspected at least once every five years. A recent inspection identified recommended repairs and improvements, categorized as critical, moderate, and follow-up items.

Because the clearwells must remain in service to maintain the required disinfection process, staff evaluated several repair methods, including underwater maintenance and temporary potable water storage. Based on cost and operational considerations, underwater repairs by In-Depth, Inc. were determined to be the most practical and cost-effective option.

Addressing the critical and moderate deficiencies at this time will extend the service life of the clearwells and defer the need for full rehabilitation or replacement. A complete rehabilitation of clearwells of this size would typically cost at least $150,000 per tank. Based on the inspection findings, full rehabilitation is not currently warranted because the deterioration is localized, with only a limited number of critical areas requiring immediate attention. The proposed underwater repairs will address the most significant deficiencies while allowing the City to defer a major capital investment until necessary.

Final costs will depend on the conditions encountered within the clearwells, the number of divers and amount of time required, and the extent of repairs completed. Staff is therefore requesting authorization for a not-to-exceed amount of $100,000.

In reviewing options for contracting for this work, it was found that the Toho Water Authority (legal name Tohopekaliga Water Authority) has a contract for the necessary work that has been competitively bid. The Toho Water Authority was formed in 2003 by a special act of the Florida Legislature and serves 175,000 customer connections with 17 water treatment facilities and 9 wastewater treatment facilities.

Staff recommends that City Council approve the use of Toho Water Authority Contract No. IFB-26-015 and authorize a purchase order to In-Depth, Inc. in an amount not to exceed $100,000 for underwater maintenance and repairs to the two clearwells at the Mourning Dove Water Treatment Plant.

Alternatives:
Do not award and bid the services for additional vendors.

Item Budgeted:
Yes

Source/Use of Funds/Budget Book Page:
401-5555-536.65-00, WR2403

Strategic Plan:
Goal 2: Efficient & Effective Services

Strategic Plan Impact:
This project is investing in aging infrastructure by making repairs necessary for critical components of the water treatment plant.

ATTACHMENTS:
1. In Depth-City of Titusville Dive Interior Repairs 210KG Cleawell #1 PB Toho 7 2026 int
2. In Depth-City of Titusville Dive Interior Repairs 500KG Cleawell #2 PB Toho 7 2026 int
3. Toho Water Auth IN DEPTH_IFB-26-015 - executed contract 5 2026
4. Scope of Work In Depth Inc - Underwater Epoxy Coating Repair SOP_R1

In Depth Inc.

1473 Old Haw Creek Road
Bunnell, FL 32110
(386) 202-2771

Phone: 321-567-3876

Cell:

Email: chad.clark@titusville.com

Contract # **D - 0864**

Date: 7/10/2026

Attn: Chad Clark
2836 Garden St
Titusville, FL 32796

General Dive Services

Sites	Structure Description	Additional Information	Scope of Work To Include
1	Clearwell # 1 210KG GST 70' l x 40' w x 15' depth	All divers & dive equipment will be disinfected by a minimum of 200 ppm chlorine solution. **General repairs will be concentrated on **Interior areas located below the high waterline** and will be carried out in accordance with the recommendations outlined in the most recent inspection report. ***This work requires the tank to be fully isolated (no water flow) during the repairs for at least 6 hours after the underwater epoxy has been applied.*** **Ref: Piggyback Contract Tohopekaliga Water Authority Contract # IFB-26-015**	**Service to be provided:** ▪ Interior Repairs Only ▪ Spot repair interior surfaces below high waterline - both STEEL and CONCRETE surfaces as-needed. Interior Inlet, Interior High Service Pumps, Interior Floor, Interior Wall & Interior Columns ▪ Surface prep & clean repair locations as-needed, ▪ Underwater aquata-poxy / putty application as-needed. ▪ Replace gasket for Exterior Access Hatch ▪ Fabricate & replace interior ladder. Project Quality Control (QC) will be preform post dive services

Mobilization Fee: $1,500.00
Repair Estimate: 40 hrs - 48 hrs @ $585.00 per hour (3 Man Dive Team) = $28,080.00
Estimated Material Cost: $ 5,800.00 - $7,500.00
Shop Fabrication of Ladder - $6,300.00
Optional - updated inspection report (not included in Estimate Total)- $800.00

Estimate Total: $43,380.00

Proposal total includes up to 6_days (consisting of 8-hour shifts) estimated to complete scope of work.
Any additional time (hours) & materials will be prorated based on the rates listed in Contract#IFB-26-015
The proposal price listed above is valid for 90 days from date shown.

Proposals signed and returned to In Depth Inc. are valid for one year from date of acceptance.

NOTE: *All reports will be signed and sealed by (PE) engineer. (if applicable)*
In Depth Inc is a Certified DBE & MBE Florida Small Business

Sue Couslin, Regional Account Manager Date: 7 / 28 / 2026 Approval initial: SC

To accept, please sign and date proposal, then scan and Email both pages to: *sue@indepthservicesinc.com*

_____ _____
Printed Name and Title Date

_____
Signature

Completion Date – With acceptance this work will be completed at a mutually acceptable date within one year. If the budgeted funds for this work has to be used by a specific date, please indicate the date here:_____/_____/_____

Important Information: Please Read and Show Acceptance

Water Level and Accessibility - Please initial below that you have been advised, and understand, the entry point must be at least 24" in diameter and all structures must be filled to their maximum level prior to the dive teams' arrival. A $2,000.00 cancellation trip charge will be levied if the team is unable to work due to lowwater level or any access issues what so ever, including; inaccessible roadways, access hatch size to small,high radio/antenna frequency levels, or unsafe / inaccessible ladders.

Utility Representative Initial Here _____

Structure Information – Please initial below to verify the type of structure, dimensions or information listed in the proposal is accurate. If the structure dimensions or information is not accurate as listed then additional costs may be added.

Utility Representative Initial Here _____

In Depth Inc.

1473 Old Haw Creek Road
Bunnell, FL 32110
(386) 202-2771

Phone: 321-567-3876

Cell:

Email: chad.clark@titusville.com

Contract # **D - 0863**

Date: 7/10/2026

Attn: Chad Clark
2836 Garden St
Titusville, FL 32796

General Dive Services

Sites	Structure Description	Additional Information	Scope of Work To Include
1	Clearwell #2 500KG GST 165' L x 40' W 15' Depth	All divers & dive equipment will be disinfected by a minimum of 200 ppm chlorine solution. **General repairs will be concentrated on **Interior areas located below the high waterline** and will be carried out in accordance with the recommendations outlined in the most recent inspection report. ***This work requires the tank to be fully isolated (no water flow) during the repairs for at least 6 hours after the underwater epoxy has been applied.*** **Ref: Piggyback Contract Tohopekaliga Water Authority Contract # IFB-26-015**	**Service to be provided:** ▪ Interior Repairs Only ▪ Spot repair interior surfaces below high waterline - both STEEL and CONCRETE surfaces as-needed. Interior Inlet, Interior High Service Pumps, Interior Floor, Interior Wall & Interior Columns ▪ Surface prep & clean repair locations as-needed, ▪ Underwater aquata-poxy / putty application as-needed. ▪ Replace gasket for Exterior Access Hatch Project Quality Control (QC) will be preform post dive services

Mobilization Fee: $1,500.00
Repair Estimate: 32 hrs - 40hrs @ $585.00 per hour (3 Man Dive Team) = $23,400.00
Estimated Material Cost: $ 3,000.00 - $4,500.00
Optional - updated inspection report (not included in Estimate Total)- $800.00

Estimate Total: $29,400.00

Proposal total includes up to 5_days (consisting of 8-hour shifts) estimated to complete scope of work.
Any additional time (hours) & materials will be prorated based on the rates listed in Contract #IFB-26-015 The proposal price listed above is valid for 90 days from date shown.

Proposals signed and returned to In Depth Inc. are valid for one year from date of acceptance.

NOTE: *All reports will be signed and sealed by (PE) engineer. (if applicable)*
In Depth Inc is a Certified DBE & MBE Florida Small Business

Sue Couslin, Regional Account Manager Date: 7 / 28 / 2026 Approval initial: SC

To accept, please sign and date proposal, then scan and Email both pages to: *sue@indepthservicesinc.com*

_____ _____
Printed Name and Title Date

_____
Signature

Completion Date – With acceptance this work will be completed at a mutually acceptable date within one year. If the budgeted funds for this work has to be used by a specific date, please indicate the date here:_____/_____/_____

Important Information: Please Read and Show Acceptance

Water Level and Accessibility - Please initial below that you have been advised, and understand, the entry point must be at least 24" in diameter and all structures must be filled to their maximum level prior to the dive teams' arrival. A $2,000.00 cancellation trip charge will be levied if the team is unable to work due to lowwater level or any access issues what so ever, including; inaccessible roadways, access hatch size to small,high radio/antenna frequency levels, or unsafe / inaccessible ladders.

Utility Representative Initial Here _____

Structure Information – Please initial below to verify the type of structure, dimensions or information listed in the proposal is accurate. If the structure dimensions or information is not accurate as listed then additional costs may be added.

Utility Representative Initial Here _____

AGREEMENT FOR POTABLE WATER STORAGE TANK INSPECTION, CLEANING AND MAINTENANCE SERVICES

THIS AGREEMENT FOR THE POTABLE WATER STORAGE TANK INSPECTION, CLEANING AND MAINTENANCE SERVICES (the "**Agreement**") is made and entered into between **TOHOPEKALIGA WATER AUTHORITY**, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, and with a principal address of 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 ("**Toho**") and **IN DEPTH INC.**, a Florida profit corporation, with a principal address of 1473 Old Haw Creek Road Florida 32110 (the "**Contractor**"). Toho and the Contractor may be individually referred to as a "**Party**" or collectively as the "**Parties**".

RECITALS:

WHEREAS, Toho has competitively solicited for potable water storage tank inspection, cleaning and maintenance services pursuant to IFB-26-015 (the "**Solicitation**"), a copy of which is attached, including all Addendums, incorporated by reference as **Exhibit "A"**, and made a material part of this Agreement; and

WHEREAS, the Contractor has exhibited by its response to the Solicitation, a copy of which is attached, incorporated by reference as **Exhibit "B"**, and made a material part of this Agreement, that it is capable of providing the required goods and services; and

WHEREAS, the Parties hereto have agreed to enter into this Agreement, in accordance with the terms and conditions based on the Solicitation and as more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the Parties agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and form a material part of this Agreement.

SECTION 2. TERM. The term of this Agreement shall become effective upon execution by both Parties and shall continue through May 31, 2029. This Agreement may be renewed subject to written notice of agreement executed by both Parties, for up to two additional one-year periods.

SECTION 3. SCOPE OF SERVICES. The Contractor shall provide those goods and services specified in *Section Four – Technical Specifications or Scope of Services* of **Exhibit "A"** (collectively the "**Services**"), in compliance with the terms and conditions of this Agreement, as well as those found in the solicitation document attached as **Exhibit "A"**. If there is a conflict between the provisions of either **Exhibit "A"** and this Agreement, the terms of this Agreement shall prevail.

SECTION 4. OBLIGATIONS OF THE CONTRACTOR. Obligations of the Contractor shall include, but not be limited to, the following:

A. The Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any other items or services, of any type whatsoever, which are necessary to fully complete and deliver the Services requested by Toho. The Contractor shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, Toho, or any property owned by Toho. Any such lien, attachment, or encumbrance, until removed, shall preclude any claims or demands by the Contractor for any payment expected by virtue of this Agreement.

B. The Contractor shall ensure that all of its employees, agents, subcontractors, representatives, volunteers, and any other associates fully comply with all of the terms and conditions set forth herein when providing Services for Toho under this Agreement.

C. The Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work outlined in the Scope of Services.

D. The Contractor shall maintain adequate and competent staff, and remain authorized to do business within the State of Florida for the term of this Agreement, including renewals. The Contractor may subcontract the Services requested by Toho, with prior written approval from Toho; however, the Contractor is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 5. STANDARD OF CARE

A. The Contractor has represented to Toho that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the Services provided under this Agreement. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall efficiently perform the requested Services, consistent with this Agreement, **Exhibit "A"** and **Exhibit "B"**, as well as industry standards. The Contractor hereby covenants and agrees that its employees, agents, subcontractors, representatives, volunteers, and any other associates shall likewise be bound by this representation.

B. The Contractor covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 6. COMPENSATION

A. The amount paid under this Agreement for acceptable performance the Services as described in **Exhibit "A"** shall not exceed Two Million ($2,000,000) Dollars (the **"Not to Exceed Amount"**) for the term of the agreement, based on the rates specified in **Exhibit "B"**.and pursuant to purchase orders issued by Toho under this Agreement. The Not to Exceed Amount represents the maximum compensation available under this Agreement and does not guarantee

any minimum amount of work, orders, or payment.

B. Toho will not accept any goods delivered or service performed unless a duly authorized Purchase Order has been issued for said goods and/or services. The Purchase Order number must appear on all invoices, packing slips, and all correspondence concerning this order.

C. Compensation for Services completed by the Contractor shall be paid in accordance with section 218.70, Florida Statutes, Florida's Local Government Prompt Payment Act.

D. Services performed in accordance with this Agreement are subject to the annual appropriation of funds by Toho. Toho reserves the right, in its sole discretion, to forego the Contractor's use for any project that may fall within the Scope of Services listed herein. In the event Toho is not satisfied with the Services provided by the Contractor, Toho will hold any amounts due until such time as the Contractor has appropriately addressed the problem to the satisfaction of Toho.

E. The obligation of Toho to proceed under this Agreement is conditioned upon the appropriation of funding by Toho's Board of Supervisors. If the funding anticipated for the fulfillment of this Agreement is, at any time, not forthcoming or otherwise insufficient, Toho shall have the right, in its sole discretion, to terminate or suspend this Agreement without damage, penalty, cost, or expense to Toho of any kind whatsoever. The effective date of any such termination or suspension shall be as specified in Toho's notice of termination or suspension. Toho shall have the final authority over whether such funding is available.

SECTION 7. TERMINATION

A. **Termination for Convenience.** Toho may terminate this Agreement for convenience by providing written notice to the Contractor no fewer than 30 days prior to such termination. In the event of such a termination for convenience by Toho, the Contractor shall be paid for all authorized Services provided before the effective date of termination. No other damages, fees, or costs may be assessed against Toho for its termination of this Agreement for convenience.

B. **Termination for Cause**

1. **Immediate Termination.** Toho reserves the right to **"Immediate Termination"** of this Agreement, with such termination to be effectuated as of the Contractor's receipt of written notice, for any number of the following causes all of which shall constitute a material breach of this Agreement by the Contractor: **(a)** the amount invoiced by the Contractor exceeds the Not to Exceed Amount; **(b)** the Contractor files for bankruptcy, becomes insolvent, or is adjudged bankrupt or insolvent by any Court; **(c)** a receiver of the property of the Contractor is appointed in any proceeding brought by or against the Contractor; **(d)** the Contractor is determined to be ineligible to do business in the State of Florida; **(e)** if the Contractor is a non-profit agency, loss by the Contractor of its non-profit status; or **(f)** as otherwise expressly provided for in this Agreement.

2. **Standard Termination for Cause.** For breaches of this Agreement for which Immediate Termination does not apply, Toho may terminate this Agreement for cause upon providing written notice to the Contractor no fewer than 5 business days prior to such termination. Such termination for cause may be for any material breach of this Agreement, or if Toho,

using its sole discretion, determines that the Contractor is unable to adequately perform under this Agreement.

3. **Opportunity to Cure.** Without creating an obligation to provide an opportunity to cure or to accept any proposed cure by the Contractor, Toho reserves the right to provide the Contractor with the opportunity to cure a stated breach of this Agreement. If Toho decides to provide such an opportunity to cure, it shall: **(a)** include such opportunity to cure as part of its notice of termination; and **(b)** provide a deadline deemed appropriate by Toho by which the Contractor must cure or, only if expressly permitted by Toho, submit its proposed cure to Toho. Toho has no obligation whatsoever to accept any proposed cures submitted by the Contractor.

4. **Payment in the Event of Termination for Cause.** In the event of termination of this Agreement due to the fault of the Contractor, at the written request of the Contractor, Toho shall compensate the Contractor for all authorized Services completed, before the effective date of termination, which has resulted in a usable product or otherwise tangible benefit to Toho. All such payments shall be subject to an offset for any damages incurred by Toho resulting from the Contractor's breach of this Agreement and any delay occasioned by early termination. No damages, fees, or costs may be assessed against Toho for its termination of this Agreement for cause.

5. **In the Event of Wrongful Termination for Cause.** If a court of competent jurisdiction determines that this Agreement was wrongfully terminated for cause, then the Contractor's damages for such termination, if any, shall be the same as if Toho had terminated this Agreement for convenience.

C. **In the Event of Termination.** In the event of termination of this Agreement, whether for convenience or cause, the Contractor shall, unless otherwise expressly provided by Toho in its notice of termination: **(1)** maintain the same service level at which it was providing the Services prior to its receipt of Toho's notice of termination; **(2)** not be permitted to incur any additional obligations or enter into any additional subcontracts to provide the Services; **(3)** finalize all necessary reports, invoices, and other documentation required under the terms of this Agreement up to the effective date of termination.

SECTION 8. INSURANCE

A. The Contractor shall procure and maintain the following types of insurance, with the respective limits, and shall provide proof of the same to Toho, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. **Worker's Compensation:** The Contractor shall provide Worker's Compensation coverage for all employees at the site location and, in the case any work is subcontracted, shall require the subcontractor to provide Worker's Compensation for all its employees. The limits shall be statutory for Worker's Compensation and $1,000,000.00 for Employer's Liability.

2. **Commercial General Liability:** The Contractor shall provide for all operations including, but not limited to, Contractual and Product-Completed Operations. The limits shall not be less than $1,000,000.00.
3. **Comprehensive Automobile Liability:** The Contractor shall provide coverage for all owned and non-owned vehicles for limits not less than $1,000,000.00.
4. **Umbrella Liability:** The Contractor shall provide an umbrella policy in excess to the coverage provided for in the above paragraphs of not less than $1,000,000.00.

B. The Contractor shall name "Toho Water Authority" as a certificate holder and as additional insured, to the extent of the Services to be provided hereunder, on all required insurance policies, except for the Worker's Compensation policy, and provide Toho with proof of the same.

C. The Contractor, and any authorized subcontractor(s), shall provide Toho's Procurement Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. The Certificate of Insurance shall be dated and shows:

1. The name of the insured Contractor.
2. The specified job by name and job number.
3. The name of the insurer.
4. The number of the policy.
5. The effective date.
6. The termination date; and
7. A statement that the insurer will mail notice to Toho at least 30 days prior to any material changes in the provisions or cancellation of the policy.

D. Receipt of certificates or other documentation of insurance or policies or copies of policies by Toho, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.

E. The Contractor shall ensure that any subcontractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, procure and maintain the same insurance requirements as set forth herein. In addition, the Contractor shall maintain proof of the same on file and made readily available upon request by Toho.

SECTION 9. TOHO OBLIGATIONS.

At the Contractor's request, Toho agrees to provide, at no cost to Toho, all pertinent information known to be available to Toho to assist the Contractor in providing and performing the required Services.

SECTION 10. DOCUMENTS CONSTITUTING ENTIRE AGREEMENT

A. The following documents are hereby incorporated and made part of this Agreement:

1. **Exhibit "A"** – Solicitation documents IFB-26-015.

2. **Exhibit "B"** – Response submitted by the Contractor

B. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and Exhibits "A" and "B", the provisions of the Agreement shall take precedence.

SECTION 11. APPLICABLE LAW, VENUE, JURY TRIAL

A. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it becomes necessary for either Party to initiate legal action regarding this Agreement or the performance of the associated Services, venue shall lie in Osceola County, Florida. The Parties hereby waive their right to trial by jury in any action, proceeding, or claim, arising out of this Agreement, which may be brought by either of the Parties.

B. In all respects, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice of law rules thereof that may direct the application of the laws of another jurisdiction.

SECTION 12. PUBLIC RECORDS COMPLIANCE

A. The Contractor understands that by virtue of this Agreement all of its documents, records, and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection by Florida law. If the Contractor shall act on behalf of Toho, as provided under section 119.011(2), Florida Statutes, as amended, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, as amended, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by Toho in order to perform the Services; and
2. Provide the public with access to public records on the same terms and conditions that Toho would provide the records and at a cost that does not exceed the cost provided by Florida law; and
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; and
4. Meet all requirements for retaining public records and transfer, at no cost, to Toho all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All records stored electronically must be provided to Toho in a format that is compatible with the information technology systems of Toho; and
5. If the Contractor does not comply with a public records request, Toho shall enforce the contract provisions in accordance with the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN

OF PUBLIC RECORDS AT THE FOLLOWING: RECORDS RETENTION, 951 MARTIN LUTHER KING BLVD. KISSIMMEE, FL 34741, PUBLICRECORDSREQUESTS@TOHOWATER.COM, (407) 483-3822.

SECTION 13. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, subcontractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of Toho for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments; the Federal Insurance Contribution Act; the Social Security Act; the Federal Unemployment Tax Act; the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws; the State of Florida workers' compensation laws; the State of Florida unemployment insurance laws; and the Florida Retirement System benefits. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder.

SECTION 14. APPLICABLE LICENSING. The Contractor, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the Services set forth herein.

SECTION 15. COMPLIANCE WITH ALL LAWS. The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, Toho, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 16. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless Toho, its officials, agents, and employees from, and against, any claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including, but not limited to attorneys' fees, paralegals' fees, consultants' fees, and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, arising directly or indirectly out of or caused, in whole or part, by any act or omission of the Contractor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable.

SECTION 17. SOVEREIGN IMMUNITY. Toho expressly retains all rights, benefits, and immunities of sovereign immunity by section 768.28, Florida Statutes. Notwithstanding anything outlined in any section, article, or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of Toho for damages, attorney fees, and costs, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party to allow any claim against Toho, which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 18. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 19. ASSIGNMENT. This Agreement shall only be assignable by the Contractor upon the express written consent of Toho.

SECTION 20. SEVERABILITY. All clauses found herein shall act independently of each other. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

SECTION 21. WAIVER. Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 22. NOTICE. The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to Toho and the Contractor. All notices required and/or made pursuant to this Agreement to be given to Toho and the Contractor shall be in writing and given by way of the United States Postal Service, first-class mail, postage prepaid, addressed to the following addresses of record:

Toho:	Tohopekaliga Water Authority Attention : Procurement Services Department 951 Martin Luther King Blvd Kissimmee, Florida 34741
Contractor:	IN DEPTH INC. 1473 Old Haw Creek Rd Bunnell, Florida 32110

SECTION 23. MODIFICATION. The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 24. HEADINGS. All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 25. ADMINISTRATIVE PROVISIONS. In the event Toho issues a purchase order, memorandum, letter, or any other instrument addressing the Services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for Toho's

internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 26. CONFLICT OF INTEREST. The Contractor warrants that the Contractor 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 Agreement, and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, Toho shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 7 hereof.

SECTION 27. FLORIDA VENDOR ELIGIBILITY

A. **Public Entity Crimes.** Contractor hereby represents, warrants, and certifies that: (a) neither Contractor, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of Contractor, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989; (b) Contractor has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Agreement to subcontract with any vendor that has been placed on any such convicted vendor list; (c) Contractor has read and reviewed the provisions, requirements, and prohibitions of Florida's Public Entity Crime Act, Section 287.133, Florida Statutes, and hereby affirms its compliance therewith. For the purposes of this provision, the terms "public entity crime", "convicted", and "affiliate" shall be as defined in Section 287.133, Florida Statutes.

B. **Scrutinized Companies**

1. Contractor hereby represents, warrants, and certifies that: (i) Contractor is not on Florida's Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is it engaged in a boycott of Israel; and (ii) Contractor has read and reviewed the provisions, requirements, and prohibitions of Florida's prohibition against contracting with scrutinized companies, as found in Section 287.135, Florida Statutes, and hereby affirms its compliance therewith.

2. If the value of this Agreement meets or exceeds $1,000,000, then Contractor hereby additionally represents, warrants, and certifies that: (i) Contractor is not on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Terrorism Sectors List", created pursuant to Section 215.473, Florida Statutes; and (ii) is not engaged in business operations in Cuba or Syria.

3. In accordance with Section 287.135, Florida Statutes, if any of the above certifications are found to have been false, if Contractor is later placed on any of the lists referenced in this Article, or if Contractor becomes engaged in business operations in Cuba or Syria, Toho shall have the option to terminate this Agreement and shall have the right to, notwithstanding anything to the contrary in this Agreement, pursue all remedies available to it in equity and at law.

C. **Discriminatory Vendors.** Contractor hereby represents, warrants, and certifies that entering

into this Agreement will not violate Section 287.134, Florida Statutes, which provides that 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.

D. **Anti-Trust Violators.** Contractor hereby represents, warrants, and certifies that entering into this Agreement will not violate Section 287.137, Florida Statutes, which provides that a person or an affiliate who has been placed on the antitrust violator vendor list 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.

E. **Countries of Foreign Concern.** Contractor hereby represents, warrants, and certifies that entering into this Agreement will not violate Section 287.138, Florida Statutes, which provides that Toho may not enter into a contract with an entity that gives access to an individual's personal identifying information if the entity is owned, controlled, or organized under the laws of a Foreign Country of Concern which includes: 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, the Syrian Arab Republic, or any other entity or agency under the significant control of such Foreign Country of Concern.

F. **Common Carrier.** If Contractor meets the definition of "Common Carrier" under Section 908.111, Florida Statutes, then Contractor shall execute an attestation in conformity with Section 92.525, Florida Statutes, that the common carrier or contracted carrier is not willfully providing and will not willfully provide any service during the contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this state or the United States. Such attestation must be provided to Toho prior to commencement of this Agreement. In accordance with Section 908.111, Florida Statutes, Toho may terminate this Agreement for cause if Contractor is found to be in violation of this provision or its attestation.

G. **Anti-Human Trafficking.** Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the affidavit attached hereto within **Attachment A,** Contractor's Response, to Toho.

SECTION 28. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

A. As a condition precedent to entering into this Agreement, and in compliance with section

448.095, Florida Statutes, the Contractor, 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.

B. The Contractor shall require each of its subcontractors to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

C. The Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting knowingly violated Section 448.09(1), Florida Statutes, or the provisions of this Section, shall terminate the contract with the person or entity.

D. Toho, upon good faith belief that a subcontractor knowingly violated the provisions of this Section, but the Contractor otherwise complied, shall promptly notify the Contractor and the 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 as such. Any contractor terminated under the provisions of this Section may be challenged pursuant to section 448.095(2), Florida Statutes. The Contractor acknowledges that upon the termination of this Agreement by Toho for a violation of this Section by the Contractor, the Contractor may not be awarded a public contract for at least one year. The Contractor further acknowledges that the Contractor is liable for any additional costs incurred by Toho as a result of any contract for a violation of this section.

F. The 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. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this Section.

G. Information on registration for and use of the E-Verify program can be obtained via the internet at the Department of Homeland Security website: http://www.dhs.gov/E-verify

SECTION 29. JOINT AUTHORSHIP. This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

SECTION 30. EQUAL OPPORTUNITY EMPLOYER. The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all subcontractors it utilizes in providing the Services required under this Agreement will comply with all equal opportunity employment laws.

SECTION 31. AUDITING, RECORDS, AND INSPECTION. The Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of Toho, and shall be retained by the Contractor for a period of 5 years after termination or completion of the Agreement, or until five years after the full Toho audit is complete, whichever comes later. Toho shall retain the right to audit the books during the applicable retention period. All

books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. Toho also has the right to conduct an audit within 60 days from the effective date of this Agreement to determine whether the Contractor has the ability to fulfill its contractual obligations to the satisfaction of Toho. Toho has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 32. PROJECT MANAGERS. Toho and the Contractor have identified the individuals listed below as Project Managers who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by Toho. If Toho or Contractor replace their current Project Manager with another individual, an amendment to this Agreement shall not be required. Toho will notify the Contractor, in writing, if the current Toho Project Manager is replaced by another individual.

A. Toho Project Manager's contact information is as follows:

Elsa Williams, Director Treatment Operations
Toho Water Authority
407-483-3881
ewilliams@tohowater.com

B. The Contractor Project Manager's contact information is as follows:

Zachary Rogers, President
In Depth Services
386-202-2771
Zach@Indepthservicesinc.com

SECTION 33. SIGNATORY. Each signatory below represents and warrants that he or she has the full power and is duly authorized by their respective Party, to enter into and perform under this Agreement. Such signatory further represents that he or she has fully reviewed and understands the terms and conditions set forth in this Agreement, including attachments, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

SECTION 34. ELECTRONIC TRANSACTIONS AND ELECTRONIC SIGNATURES. In accordance with Parts I and II of Chapter 668, Florida Statutes, the Parties agree that this Agreement may be created, generated, sent, communicated, received, or stored by electronic means and that electronic signatures may be used in the execution of this Agreement with the same force and effect as written signatures. Each Party shall provide any information reasonably necessary to confirm the identity and authority of the person signing this Agreement on behalf of the Party. The Parties agree that once fully executed, this Agreement will be stored by Toho as an electronic record and delivered by email transmission to the Parties at the email addresses set forth herein.

SECTION 35. PURCHASES OF GOODS. To the extent that this agreement involves the purchase of goods by Toho from the Contractor, the following terms apply:

A. **Quality.** All materials or services furnished must be as specified and subject to Toho inspection after delivery at destination. Variations in materials or services from those specified in this Agreement must not be made without prior written authority from Toho's Procurement Director. Material rejected will be returned and shall be done so at the Contractor's sole risk and expense.

B. **Quantity/Price.** The quantity of materials ordered and/or the prices specified must not be exceeded without written authority from Toho's Procurement Director.

C. **Patent/Copyright Hold Harmless.** The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product, or device which is the subject of patent rights or copyrights. The Contractor shall at its own expense, hold harmless and defend Toho against any claim, suit or proceeding brought against Toho which is based upon claim, whether rightful or otherwise, that the goods or services or any part thereof, furnished under this Agreement constitute an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against Toho to include legal fees.

D. **Packing.** If awarded an Agreement, invoices and package lists must clearly be marked with shipper's name, address, Agreement Number, and Purchase Order Number (if applicable). Charges are not allowed for boxing, crating, or special deliveries unless previously agreed upon in writing.

E. **Delivery.** All goods and other materials must be shipped F.O.B. Destination with transportation charges prepaid. If Toho agrees in writing, freight charges may be prepaid by the Contractor and listed on the invoice; however, the Contractor retains title and assumes all responsibility, liability, and risk in transit and shall be responsible for the filing of claims for loss or damages. Toho reserves the right to cancel this order and purchase elsewhere if the Contractor fails to meet the delivery date specified in the Agreement (or Purchase Order, if applicable). Deliveries shall be made between 7:00a.m. and 3:30p.m. Monday through Friday, excluding holidays, unless otherwise stipulated.

F. **Safety Data Sheet.** As necessary, the Contractor agrees to furnish Toho with a current Material Safety Data Sheet (**"SDS"**) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDSs shall be provided for all shipments.

G. **OSHA Requirement.** The Contractor hereby guarantees Toho that all materials, supplies, and equipment as listed in the Agreement (or on the resulting Purchase Order, if applicable) shall meet the requirements, specifications, and standards as provided under the U.S. Department of Labor Occupational Safety and Health Act of 1970 as from time to time amended and in force at date thereof.

H. **Inspection/Acceptance.** All goods and/or services provided through this Agreement are subject to inspection and acceptance upon receipt or completion by an authorized representative of Toho. Payment shall not be authorized until the goods and/or services have been received, accepted, and properly invoiced.

I. **Warranty.** The Contractor agrees to provide a full warranty to Toho for all good and materials which it provides hereunder for a minimum of one full year following the date of delivery or completion of services. In the event that the Contractor is called to perform warranty work, the Contractor will be responsible for all costs incurred in repairing the areas under warranty. The manufacturer's warranty on materials received and installed shall extend for the full warranty period.

J. **Default.** In the case of default by the Contractor or failure to deliver the supplies or services ordered by the time specified, Toho after due notice (oral or in writing), may procure them from other sources and hold vendor responsible for any excess cost occasioned thereby.

K. **Variation in Quantity.** Toho assumes no liability for material produced, processed, or shipped in excess of the amount specified herein.

SECTION 36. ENTIRE AGREEMENT. This Agreement, and any documents incorporated, referenced, or attached hereto, sets forth and constitutes the entire agreement and understanding of the Parties with respect its subject matter. In regard to such subject matter, this Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of either of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

IN DEPTH INC.

By: _____

Print Name: Zachary Rogers

Title: President

Date: 4/21/2026

Attest: _____

Print Name: Jack Mounteer

Title: Accounts Manager

Address: 1473 Old Haw Creek Road
Bunnell, FL 32110

Date: 04/21/2026

TOHOPEKALIGA WATER AUTHORITY

By: _____

Print Name: Henry Thacker

Title: Board Chairman

Date: 5/13/2026

Attest: _____

Print Name: Tom White

Title: Board Secretary

Address: 951 Martin Luther King Blvd.
Kissimmee, Florida 34741

Date: 5/13/2026

STATE OF Florida
COUNTY OF Flagler

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 21st day of April, 2026, by Zachary Rogers as President of In Depth Inc., a Florida profit corporation, on behalf of the company, who [X] is personally known to me OR [ ] has produced _____, as identification.

SUSAN A. COUSLIN
Notary Public - State of Florida
Commission # HH 353022
My Comm. Expires Feb 28, 2027

Susan A. Couslin
Notary Signature

Printed Name: Susan A. Couslin

My Commission No.: HH353022

My Commission Expires: 2/28/2027

(Stamp)

EXHIBIT "A"

(Solicitation IFB-26-015)

Toho Water Authority

INVITATION FOR BIDS
BID NO: IFB-26-015
BID TITLE: GROUND STORAGE TANKS (GST) INSPECTION CLEANING AND MAINTENANCE SERVICES.

ISSUED: FEB 23, 2026.

PROCUREMENT DEPARTMENT
http://www.Tohowater.com.org
Procurement@tohowater.com
951 MARTIN LUTHER KING BLVD.
KISIMMEE, FLORIDA 34741

SOLICITATION SCHEDULE
(Times and Dates Subject to Change by Addenda)

Event	Date	Time
Pre-Bid Conference	N/A	N/A
Question Deadline	March 12, 2026.	5:00 PM
Bid Due Date	March 26, 2026.	2:00 PM

SUBMIT BID TO: https://tohowater.bonfirehub.com

NOTICE OF ELECTRONIC BID SUBMITTAL REQUIREMENT

Toho Water Authority issues its solicitations electronically through its contracted vendor, Bonfire. Bidders shall not be permitted to hand-deliver, mail, telephone, fax, or email responses. Bids that are either received after the above-noted Submittal Deadline or transmitted outside of the designated Bonfire online portal will be rejected. If you have obtained this solicitation from a source other than Bonfire, you will not be listed on the document takers list and may not receive notification of any Addenda(s) issued. Failure to receive any issued Addenda shall not relieve the Bidder from any obligation(s) contained in the Addenda.

To access Toho Water Authority's solicitations, any resulting Addenda, or Bid results, please go to: https://Tohowater.bonfirehub.com. Any prospective Bidder requiring assistance with registering with Bonfire is directed to send an email to: Support@GoBonfire.com or to visit Bonfire's online help forum at https://vendorsupport.gobonfire.com/hc/en-us.

SOLICITATION POINT OF CONTACT

Name:	Mursal Mzee	**Email:**	Procurement@tohowater.com
Title:	Procurement Coordinator	**Phone:**	(407)-473-2931

IFB-26-015

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Section 5: BID FORMS

- Addenda Acknowledgment Form
- Bid Price Form
- Authorized Signature Form
- Bidder's Reference List

Section 7: ATTACHMENTS

Bidders are hereby advised that they must complete the attachments found in Section 7 and submit them as part of their Bid.

A	Affidavit of Non-Collusion and Non-Interest of Toho Employees
B	E-Verify Use and Registration Certification
C	Bid Bond or Cashier's Check (If applicable)
D	Drug Free Workplace Compliance Form
E	Anti-Human Trafficking Affidavit

STATEMENT OF "NO BID"

IMPORTANT NOTICE TO CONTRACTORS/SUPPLIERS: Your feedback is important to us. If you do not intend to submit a Bid, please return this Statement of "No Bid" noting your reason below and email it to Procurement@tohowater.com You may also mail it to this address:

TOHO WATER AUTHORITY
951 MARTIN LUTHER KING BLVD.
KISIMMEE, FLORIDA 34741

Bid Number: _____

Title: _____

If you elect not to submit a bid/proposal, please indicate the reason below:

- ☐ We do not offer this product/service or an equivalent.
- ☐ Our schedule would not permit us to perform.
- ☐ Insufficient time or resources to respond to solicitation.
- ☐ Unable to meet specifications.
- ☐ Specifications are not clear.
- ☐ Unable to meet bond and/or insurance requirements.
- ☐ Specifications "too tight"/restrictive (i.e., geared to specific brand or manufacturer)
- ☐ Subcontractor (submitted bid to General Contractor)
- ☐ Other (please explain): _____

_____

_____

Signature: _____ Date: _____

Name: _____ Title: _____

Company: _____

Address: _____

Telephone: _____ E-Mail: _____

SECTION 1
GENERAL INFORMATION AND INSTRUCTIONS

Tohopekaliga Water Authority (**"Toho"**), an independent special district established pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, hereby issues this Invitation for Bids (**"IFB"**) from qualified firms to provide **Ground Storage Tanks (GST) Inspection Cleaning and Maintenance Services on as needed basis as per specifications**. These instructions are standard for all contracts for commodities or services issued through the Tohopekaliga Water Authority (the "Toho") Procurement Services Department. However, Toho may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Conditions, Technical Requirements, Instructions, Proposal Pages, Addenda, and/or Legal Advertisement.

1.1 TOHO INTRODUCTION: Toho is the largest provider of water, wastewater, and reclaimed water services in Osceola County, Florida, and provides such services to portions of Orange and Polk counties as well. Our promise is "Our Customers, Our Community, Our Employees Trust that Toho Cares" and our priorities are providing safe and reliable services, protecting the environment, delivering value, and investing in the future. Bidders can familiarize themselves with our agency at www.tohowater.com.

1.2 BID OVERVIEW AND BACKGROUND: Toho Water Authority (TOHO) is soliciting bids from qualified and experienced contractors to provide Ground Storage Tank (GST) inspection, cleaning, and inspection-based repair or maintenance services for potable water storage facilities within TOHO's water system.

The purpose of this solicitation is to obtain professional services necessary to inspect and clean GSTs and to perform TOHO-authorized repair and maintenance activities identified during inspection and cleaning, including work associated with GST exterior and interior surfaces and corresponding appurtenances, to maintain regulatory compliance, protect public health, and support reliable water quality and system operations.

1.3 USE OF TOHO FORMS AND TERMS AND CONDITIONS: Bids must be submitted on forms provided by Toho and only through the official portal https://Tohowater.bonfirehub.com. Bids submitted through Bonfire remain electronically sealed and are not visible to Toho or other Bidders until after the Bid is closed. Bidder must fill in all blank spaces on the Bid Price Form. No changes shall be made to the wording or format of the forms. In case of a discrepancy between unit prices and extended totals, unit prices shall prevail.

No addition or deletion of the terms or conditions included with the Bid response shall be evaluated or considered and any and all such revisions shall have no force or effect and are inapplicable to this Bid. No submission by the Bidder, whether purposely or inadvertently in any transmittal letters, specifications, literature, price lists or warranties may constitute a revision to these instructions. It is understood and agreed that the instructions and the general and special conditions in this Bid solicitation are the only conditions applicable to this Bid and Bidder's authorized signature affixed to the Bid response constitutes acknowledgment of this fact.

1.4 ADDITIONAL INFORMATION REQUIREMENTS: Prior to a recommendation for award, Toho will require the apparent low Bidder(s) to demonstrate qualifications to furnish the specified goods and/or services under the Contract. Bidders must be prepared to submit written information requested by Toho within five (5) business days of a request. Toho may review Bidder's prior experience, references and previous contracts for similar goods and/or services. In addition, Toho may request the Bidder's: three (3) most recent years of audited financial statements; unaudited financial statements if audited statements are not available; Balance Sheets; Income Statements; Statements of Cash Flows; or other documents approved by Toho which establish the financial health of the Bidder. Financial statements provided to Toho should be prepared in accordance with US Generally Accepted Accounting Principles (GAAP). As an alternative method of providing financial assurance of the Bidder's ability to perform, Toho may consider a letter of credit issued by an acceptable surety in an amount sufficient to secure the Bidder's completion of the work.

1.5 NO BID RESPONSE: Vendors electing not to submit a Bid in response to this solicitation are requested to complete the "No Bid" Response form to provide feedback.

1.6 ACCEPTANCE AND RIGHT OF REJECTION: Bidder warrants, by virtue of bidding, that the Bid and the prices quoted in its Bid will be firm for acceptance by Toho for a period of ninety (90) days from the date of Bid opening unless otherwise stated in the solicitation. Toho reserves the right to reject all bids.

1.7 LATE BID & MODIFICATION OF BID: Vendors may only modify their Bid prior to the date and time specified for the bid opening. All modifications must be completed within Bonfire.

1.8 WITHDRAWAL OF BID: A Bidder may request withdrawal of a Bid under the following circumstances:

a. Bid may be withdrawn through the Bonfire portal by the Bidder prior to the time of acceptance.
b. Requests for withdrawal of Bid after opening of such Bid, but prior to award shall be transmitted to Toho's Procurement Services Department, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of error. Such documentation may take the form of supplier quotations, vendor work sheets, etc.
c. Bid shall not be withdrawn after the award of a contract or issuance of a purchase order. No plea or claim of mistake in the solicitation or resulting contract or purchase order shall be available as a defense in any legal proceeding brought upon a contract or purchase order awarded to a Bidder as a result of the breach or nonperformance of such contract or purchase order.

1.9 BID DOCUMENTS NECESSARY FOR SUBMITTAL: The Bid Price Form, all documents listed in the "Requested Document" section in the Bonfire portal and an electronic copy of bid security (if applicable) shall be included with electronic submittal of the Bid. The original bid security (if applicable) must be delivered via mail, courier (UPS, FedEx, etc.) or in-person. Make sure to prepare the documents in the file formats (Excel, PDF, etc.) listed under the Requested Information section for this opportunity in the Bonfire Portal. The following documents, together, comprise a responsive Bid.

- Addenda Acknowledgment Form
- Bid Price Form
- Authorized Signature Form
- Bidder's Reference List
- Affidavit of Non-Collusion/Non-Interest of Toho Employees
- E-Verify Use and Registration Certification
- Bid Bond or Cashier's Check (copy) (If applicable)
- Drug Free Workplace Form
- Anti-Human Trafficking Affidavit
- Licenses identified in section 4

Omission of, or failure to complete, any portion of the required documents at the time of the Bid opening may be cause for rejection of the entire bid.

1.10 SUBMITTAL REQUIREMENTS: Bids must be submitted electronically via Toho's e-procurement portal at https://Tohowater.bonfirehub.com. To submit responses electronically Bidders must register with Bonfire and follow the instructions in the portal. Minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled. Maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files as the embedded files will not be accessible. Bidders will have the ability to modify their submissions up to the Submission Deadline in Bonfire. **Submissions must be uploaded, submitted, and finalized prior to the Bid Due Date and Time listed on the Cover Sheet of this Bid. It is strongly recommended that Bidders give themselves sufficient time and at least ONE (1) day before the Bid Due Date/Time to begin the uploading process and finalize submissions.** Toho is not responsible for any technical problems with the electronic transmission and/or delay in receipt due to technical problems. Such electronic transmittal errors will not alter or effect the deadline date and time for receipt of Responses. If you require assistance, please contact Bonfire at Support@GoBonfire.com.

1.11 MULTIPLE BIDS PROHIBITED: Only one Bid from any individual, firm, partnership, or corporation, under the same or different names, shall be considered. Should it appear to Toho that any Bidder has an interest in more than one Bid for the goods and/or services under the Contract, all Bids in which such Bidder has an interest shall be rejected.

1.12 PRICING:

a. Prices should be stated in units of quantity as specified in the Bid form.
b. When applicable, life cycle cost analysis may be considered when determining the lowest responsive and responsible Bid. This analysis may consider, in addition to purchase price, operating and related costs over the life of the item including maintenance, downtime, energy costs, salvage value, etc.
c. All prices quoted must reflect delivered cost, which includes all packing, handling, shipping charges, taxes, discounts, and delivery to Toho.
d. It is understood and agreed that all items offered or shipped as a result of this Bid shall be new, current, standard model available at the time of the Bid.
e. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packing.

1.13 PRE-BID CONFERENCE AND INQUIRIES. To ask questions concerning this Bid solicitation process, required submittals, evaluation criteria, Bid Price Form, selection process or any other matter regarding this procurement bidders must register with Toho's e-procurement portal at https://tohowater.bonfirehub.com and initiate the questions electronically through the Vendor Discussions feature. All questions received prior to the Pre-Bid Conference will be discussed at the Pre-Bid Conference. Anyone requiring reasonable accommodation for this conference should contact the procurement representative listed on the cover sheet at least three working days prior to this conference. Toho will accept additional written inquiries via the Vendor Discussion feature in Bonfire until the **close of business on the date shown on the cover sheet of this Bid.** If additional information is provided, it will be provided to all Bidders via a written addendum through https://tohowater.bonfirehub.com.

1.14 PUBLIC BID OPENING: At the time fixed for the opening of responses to a Bid, all Bids will be electronically unsealed, and the names of the Bidders and the amount shall be read aloud and made readily available to the public.

Join by using the following meeting link:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_OGY3YWMzMjEtOGRjNi00M2JjLTkyNzAtMzc4NThkYWJlYTNk%40thread.v2/0?context=%7b%22Tid%22%3a%2258393785-b5ab-45f6-9f23-0c44b1c20aa2%22%2c%22Oid%22%3a%222171abd6-d665-439e-a7aa-04d0117fed76%22%7d

Meeting ID: 219 200 025 995 **Passcode:** cPzUbM

Dial in by phone.
+1 872-256-3959 United States, Chicago
Phone conference ID: 509 407 264#

1.15 TIE BIDS: A Drug Free Workplace Statement must be completed, signed, and returned prior to the award of Bid. This form will be used whenever two or more Bids that are identical with respect to price, quality, delivery, and service are received; a Bid received from a business that certifies that it has implemented a drug-free workplace program aligning with all the criteria shall be given preference in the award process.

1.16 TAX EXEMPTION: Toho is exempt from Federal excise and State sales taxes. Tax exemption number is 85-8012897680C-2 and is also stipulated on Toho Purchase Orders. The Vendor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Vendor is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

1.17 COMMUNICATIONS/DESIGNATED CONTACT: Toho is committed to a fair, open process for interested parties to receive information about the Bid and/or award of the Contract. All questions concerning this Bid and/or the procurement process must be directed electronically through Bonfire on the Vendor Discussion page. No Bidder shall initiate or otherwise have contact related to the IFB with a Toho representative, officer, or employee, other than with the Procurement Services Department. Any contact initiated by a Bidder with any Toho representative, officer, or employee other than through the Procurement Services Department, concerning this solicitation is prohibited and may cause the disqualification of the Bidder from this procurement process.

1.18 LICENSES, PERMITS, AND FEES: All Bids submitted shall have included a list of any business and professional licenses, permits, or fees required by Toho.

1.19 ADDENDA: Toho reserves the right to revise or amend this Invitation for Bids ("IFB"). Such revisions and amendments, if any, shall be announced by Addenda to this IFB and posted via Toho's online provider, Bonfire.

1.20 WAIVER OF MINOR IRREGULARITIES OR ERRORS: Toho reserves the right to either (1) waive any minor irregularities or clerical errors which are not material to the IFB, or which do not prejudice other Bidders; or (2) to reject any and all Bids submitted or (3) determine Bid responsiveness. Conditional Bids or those which take exception to any provision of the IFB may be considered non-responsive and may be rejected.

1.21 AWARD: Toho will award the Contract included herein to the lowest responsive, responsible Bidder deemed most qualified to provide the specified goods and/or services under the Contract included herein. Prior to award, the successful bidder must be registered to do business in the State of Florida. Information regarding registration can be found at the Florida Department of State, Division of Corporations website at http://dos.myflorida.com/sunbiz.

Notification of Toho's award resulting from this solicitation will be posted through Bonfire at https://tohowater.bonfirehub.com. and accessible via link on Toho's website.

Bidders are hereby notified that Section 287.05701, Florida Statutes, requires that Toho may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

SECTION 2
GENERAL CONDITIONS

BIDDER'S ACKNOWLEDGEMENTS

1. EXPENSES

Toho accepts no responsibility for any expenses incurred in the Bidders' preparation of the Bids; such expenses are to be borne exclusively by the Bidders. All costs and expenses incurred by a Bidder, or any person working on behalf of a Bidder, in connection with the IFB, including the preparation and submission of a Bid, providing additional information, attendance at meetings, and any other actions taken by a Bidder in response to the IFB shall be the sole responsibility of the Bidder. Toho and its agents, officers and directors shall have no responsibility or liability for any costs, damages or expenses incurred by Bidder, team members or any other person as a result of this IFB.

2. INTERPRETATION

By submitting a Bid, Bidders acknowledge that Toho is the interpreter of these Goods and/or Services Contract Documents.

3. PUBLIC RECORDS

3.1. Each Bidder, by submitting a Bid, acknowledges Toho's legal obligation in accordance with Chapter 119 of the Florida Statutes, to respond to all public records requests in a timely manner and expressly waives any right to contest, impede, prevent or delay such disclosure, or to initiate any proceeding that may have the effect of impeding, preventing or delaying such disclosure, unless the Bidder establishes its right to a public records exception. It is the responsibility of the Bidder alone to establish its right to any such exception. Under no circumstances will Toho be responsible or liable to a Bidder or any other party as a result of disclosing any such information or materials.

3.2. Each Bidder may clearly mark each page of the Bid that contains trade secrets or other confidential commercial or financial information which the Bidder believes should not be disclosed outside of Toho. Disclosure of requested information will be determined in accordance with Florida laws, rules, and regulations. Bidders are informed that Toho is subject to the Florida Public Records and Sunshine Laws.

3.3. Each Bidder, by submitting a bid acknowledges and agrees that if awarded a contract as a result of this Bid the following conditions will be made a part of the contract.

- **a.** Contractor must keep and maintain all public records required by Toho in order to perform services under this Contract.
- **b.** Upon request from Toho's custodian of public records, Contractor shall provide Toho with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.
- **c.** Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized

by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Toho.

d. Upon completion of the contract, Contractor shall transfer, at no cost, to Toho all public records in the possession of the Contractor or keep and maintain public records required by Toho to perform the service under this contract. If the Contractor transfers all public records to Toho upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Toho, upon request from Toho's custodian of public records, in a format that is compatible with the information technology systems of Toho.

3.4. Each BIDDER, by submitting a bid further understands that if awarded a contract, the following instructions will apply throughout the life of the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT TOHO'S CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:

RECORDS RETENTION
951 MARTIN LUTHER KING BLVD.
KISSIMMEE, FLORIDA 34741
PUBLICRECORDSREQUEST@TOHOWATER.COM
(407) 483-3822

4. CONTRACT FORM AND ACCEPTANCE

The Bidder has familiarized itself with the nature and extent of the Contract Forms included herein, the sites, the localities and all local conditions and laws and regulations that may in any manner affect cost, schedule, progress, performance or furnishing of the goods and/or services under the Contract included herein. Bidder accepts the terms and conditions of the Contract. The Bidder proposes and agrees that if this Bid is accepted it shall enter into a contract with Toho in the form included herein as the Contract and perform and furnish all goods and/or services under the Contract for the Contract price, within the Contract time, and in accordance with the other terms and conditions of the Contract included herein.

5. CONTRACT EXECUTION, INSURANCE FORMS, AND BONDS

The Successful Bidder agrees that, upon receipt of the Notice of Award, it shall execute and deliver to Toho two (2) copies of the Contract, the required Certificates of Insurance, and the Florida Performance Bond and the Florida Payment Bond, (if applicable) all of which are included herein, within 15 business days of receipt of the Notice of Award. No work can begin, or goods delivered prior to Toho's receipt and approval of the insurance and bond forms.

6. PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated by the Bidder, the Bidder agrees to make available to all Government agencies, departments, and municipalities the Bid prices submitted in accordance with said Bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract. Toho shall not be liable for the obligations of any other agency which uses this contract under this provision.

7. BID BOND – NOT APPLICABLE

Bid Bond is not applicable/required for this solicitation.

8. STATEMENT OF NON-COLLUSION

The undersigned, hereinafter called the Bidder, declares that the only person(s) or party(s) interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of Toho and that the Bid is made without any connection or collusion with any person submitting another Bid on the Contract included herein.

9. CONSUMPTION ESTIMATES

The quantities appearing in the Bid Price Form are based on historical usage and Toho's anticipated needs at the time of solicitation. However, since changes can occur, they should be considered approximate and are intended for the solicitation of bids. Payment to the Successful Bidder will be made only for the actual quantities of items furnished in accordance with the bid and it is understood that the scheduled quantities of items to be furnished may be increased, decreased, or omitted without in any way invalidating bid prices.

10. MAXIMUM DELIVERY TIME

See Section 4 Scope of Services – Items 4.3 to 4.6

11. F.O.B. DESTINATION – FREIGHT PRE-PAID

Successful bidder shall pay for all shipping and/or freight charges. The Successful Bidder shall file all claims and bear responsibility for the products from the point of origin all the way to Toho's specified delivery location(s). Bid prices shall be **inclusive of all shipping and freight charges, prepaid, and unloaded to location(s) specified in the bid documents.** Actual delivery addresses are in the Technical Specifications section or shall be identified at time of order.

12. SIMILAR SERVICES

The Bidder acknowledges and agrees that the separate prices on the Bid Price Form, where they are applicable and deemed acceptable by Toho, will be used by Toho and the Bidder, if awarded the Contract included herein, whenever similar service is added to the Contract.

13. FORCE MAJEURE

The Successful Bidder shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner, by acts of God, declared disaster, fire, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. The Successful Bidder shall provide Owner satisfactory evidence that non-performance is due to cause other than fault or negligence on its part.

14. NEW PRODUCT(S)

The Successful Bidder shall guarantee that the products provided under this contract shall be new and shall be of first quality as to the raw materials and methods of manufacture used for said product(s). If circumstances arise causing the Successful Bidder to offer reconditioned, used, or refurbished products, the Successful Bidder must first obtain permission in writing from Toho and shall resume providing new products at the earliest possible time.

15. VENDOR'S STOCK

The Successful Bidder shall agree to hold or maintain access to adequate stock of any item awarded in this Bid. The lead time(s) for such stock shall not exceed the lead time or maximum delivery time period(s) as specified in this bid. Should the product not be available, Toho reserves the right to procure products from another source and charge any additional costs for such procurement including expedited shipping to the Successful Bidder.

16. WARRANTY

The Successful Bidder shall guarantee that all products supplied and or work performed meet specifications upon delivery and be free from defects in material, composition, or performance for a period of one-year after acceptance by Toho, or the manufacturer's standard warranty period, whichever is greater. Acceptance shall be defined as 30 days after delivery or as specifically defined elsewhere in this document, whichever is greater. Successful Bidder shall bear all costs to replace goods, their spare parts, or components in full and/or repair defects within this timeframe, including transportation of goods to and from a designated repair facility and shipping costs of replacement parts.

17. SPECIAL CONDITIONS

Any and all Special Conditions contained in this IFB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions, except as otherwise provided. If no changes or deletions to the General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

18. OWNER'S RIGHTS

Toho reserves the right to reject any and all Bids, to waive any and all minor irregularities and technicalities, to negotiate terms with the successful Bidder, and reserves the right to disregard all nonconforming, non-responsive or conditional Bids and to re-solicit Bids, as maybe deemed

to be in the best interests of Toho. Toho further reserves the right to delete line items from consideration. The decision made by Toho in selection of the successful Bidder and award of the Contract included herein will be final. Toho reserves the right, in its sole and absolute discretion, to:

a. Amend, suspend, or terminate this IFB.
b. Revise and modify, at any time prior to the Bid due date, factors it will consider in evaluating Bids and to otherwise revise its evaluation methodology.
c. Seek additional relevant information and clarification regarding any Bidder's qualifications to perform the work and to determine whether a Bid is deemed responsive and responsible based on that information.
d. Extend dates, time periods or deadlines in this IFB.
e. Reject any and all Bids in whole or in part which are non-conforming, non-responsive, or conditional Bids.
f. Waive minor deficiencies, informalities, irregularities, or defects in a Bid.
g. Suspend and/or terminate this procurement process at any time.
h. Reissue the same IFB or a different IFB for this project.
i. Hold meetings and conduct discussions and issue correspondence with one or more of the Bidders to seek an improved understanding and evaluation of the Bids.
j. Use assistance of outside advisors (e.g., technical, financial, procurement and legal advisors) in the evaluation process.
k. Accept Bids that in its judgment will be in the best interest of Toho.
l. Suspend, discontinue, and/or terminate Contract negotiations with any Bidder at any time prior to the actual authorized execution of such Contract by all parties; and/or
m. Exercise all rights available to it under this IFB and other provisions of applicable Florida law pertaining to this IFB without incurring any liability for costs, expenses or damages of any nature whatsoever suffered or incurred by any Bidder, team member or any other person.

19. DISQUALIFICATION

Without limiting the foregoing, Toho may disqualify and reject any Bidder (including its sub-consultants, affiliates, partners, and parent organizations) that:

a. Fails to include information in its Bid required by this IFB.
b. Engages in conduct prohibited by this IFB.
c. Fails to obtain Toho's consent for any action when required by this IFB.
d. Is involved in pending litigation concerning Toho or its Member Governments.
e. Submits false or misleading information in its Bid.
f. Has a conflict of interest.
g. Fails to disclose any information which, if disclosed, would materially adversely affect Toho's evaluation of the Bid; or
h. Otherwise fails to comply with or breaches any material requirement of this IFB.

20. NON-BINDING

The issuance of this IFB does not bind or obligate Toho to enter into a Contract with any person or legal entity, nor does the IFB constitute an offer to enter into a Contract with any person or entity. Toho and its agents and representatives are not liable for any delays, interruptions, failure, or irregularities in sending or receipt of any communications or submissions, or for the

loss, misdirection, or corruption of any such communication by Bidder with the agency. Bidder is solely responsible for meeting all deadlines and submission requirements of this IFB.

21. INITIAL TERM

The initial term of this contract shall be for an initial three (3) year period from the date of execution.

22. CONTRACT RENEWAL

Toho reserves the right to renew the contract for one (1) additional two-year period from its expiration date. Renewal shall be contingent upon agreement by both parties to the same terms and conditions of the contract. Toho reserves the right to terminate the Contract per Section 2 of the General Contract Conditions.

23. SUPPLEMENTAL CONTRACT EXTENSION PERIOD

Toho has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to ninety (90) days period, at the same terms and conditions. Notice of Toho's intent to extend, shall be provided in writing to the Awardee thirty (30) days prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

24. PRICE ESCALATION/DE-ESCALATION (INCLUDE IF APPROPRIATE)

Toho will allow a price escalation/de-escalation provision within this award. The original bid prices shall be firm for a one (1) year) minimum period from the date of the contract execution. A price escalation/de-escalation will be allowed only once per calendar year. The Successful Bidder must notify Toho, in writing, of the pending price escalation/de-escalation a minimum of 30 days prior to the effective date of the price escalation/de-escalation. In the case of a price escalation/de-escalation, said notification shall include, the amount of the price escalation, and suitable proof such as documentation of the manufacturer's price increase (or insert the appropriate index reference CPI, PPI, etc.). Increases will apply only to products and/or services affected by an increase in raw material, ingredient, labor, or another significant cost factor. The proof must substantiate the increase and be approved by the Procurement Director. The price increase shall not change the Awardee's profit margin. **Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.**

The Successful Bidder agrees to monitor market indicators and ensure that if market prices have decreased for like factors above, affecting supply and demand, a price decrease is offered to Toho for the same period. Successful Bidder further agrees to provide a market evaluation to Toho once per calendar year as market conditions may dictate, but no later than 60 calendar days prior to each period expiration) to provide justification for a request for either an Escalation or a De-Escalation.

25. NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated for expenditures under this award, Toho will notify the Awardee in writing of such occurrence, and the award shall terminate

without penalty or expense to Toho on the last day of the fiscal year in which sufficient funds have been appropriated.

SECTION 3
FLORIDA VENDOR ELIGIBILITY REQUIREMENTS

1. E-VERIFICATION

This Contract is subject to the requirements found in Section 448.095(5), Florida Statutes. By executing this Contract, Contractor hereby certifies that it is registered with the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of Contractor and hereby acknowledges the responsibilities and obligations of both the Contractor and Toho under Section 448.095(5), Florida Statutes, which includes without limitation the right of Toho to unilaterally and immediately terminate this Contract for Contractor's failure to comply with such provision of Florida Law and to thereafter impose upon Contractor any additional costs incurred by Toho as a result of such termination.

2. PUBLIC ENTITY CRIMES

Contractor hereby represents, warrants, and certifies that: neither Contractor, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of Contractor, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989; Contractor has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Contract to subcontract with any vendor that has been placed on any such convicted vendor list; and Contractor has read and reviewed the provisions, requirements, and prohibitions of Florida's Public Entity Crime Act, Section 287.133, Florida Statutes, and hereby affirms its compliance therewith. For the purposes of this provision, the terms "public entity crime", "convicted", and "affiliate" shall be as defined in Section 287.133, Florida Statutes.

3. SCRUTINIZED COMPANIES

a. Contractor hereby represents, warrants, and certifies that: Contractor is not on Florida's "Scrutinized Companies that Boycott Israel List", created pursuant to Section 215.4725, Florida Statutes, nor is it engaged in a boycott of Israel; and Contractor has read and reviewed the provisions, requirements, and prohibitions of Florida's prohibition against contracting with scrutinized companies, as found in Section 287.135, Florida Statutes, and hereby affirms its compliance therewith.

b. If the Contract Amount meets or exceeds $1,000,000, then Contractor hereby additionally represents, warrants, and certifies that Contractor is not on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Terrorism Sectors List", created pursuant to Section 215.473, Florida Statutes, and Contractor is not engaged in business operations in Cuba or Syria.

c. In accordance with Section 218.135, Florida Statutes, if any of the above certifications are found to have been false, if Contractor is later placed on any of the lists referenced in this Article, or if Contractor becomes engaged in business operations in Cuba or Syria or any boycott of Israel, Toho shall have the option to terminate this Contract and shall have the right to, notwithstanding anything to the contrary in this Contract, pursue all remedies available to it in equity and at law.

4. DISCRIMINATORY VENDORS

Contractor hereby represents, warrants, and certifies that entering into this Contract will not violate Subsection 287.134, Florida Statutes, which provides that 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.

5. ANTI-TRUST VIOLATORS

Contractor hereby represents, warrants, and certifies that entering into this Contract will not violate Section 287.137, Florida Statutes, which provides that a person or an affiliate who has been placed on the antitrust violator vendor list 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.

6. COUNTRIES OF FOREIGN CONCERN

Contractor hereby represents, warrants, and certifies that entering into this Contract will not violate Section 287.138, Florida Statutes, which provides that Toho may not enter into a contract with an entity that gives access to an individual's personal identifying information if the entity is owned, controlled, or organized under the laws of a Foreign Country of Concern which includes: 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, the Syrian Arab Republic, or any other entity or agency under the significant control of such Foreign Country of Concern.

7. COMMON CARRIER

If Contractor meets the definition of "Common Carrier" under Section 908.111, Florida Statutes, then Contractor shall execute an attestation in conformity with Section 92.525, Florida Statutes, that the common carrier or contracted carrier is not willfully providing and will not willfully provide any service during the contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this state or the United States. Such attestation must be provided to Toho prior to commencement of this Contract. In accordance with Section 908.111, Florida Statutes, Toho may terminate this Contract for cause if Contractor is found to be in violation of this provision or its attestation.

8. ANTI-HUMAN TRAFFICKING

Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the affidavit attached hereto as **Attachment E** to Toho.

SECTION 4
TECHNICAL SPECIFICATIONS OR SCOPE OF SERVICES:

4.0 Background and Overview:

Toho Water Authority (TOHO) is soliciting bids from qualified and experienced contractors to provide Ground Storage Tank (GST) inspection, cleaning, and inspection-based repair and maintenance services for potable water storage facilities within TOHO's water system.

The purpose of this solicitation is to obtain professional services necessary to inspect and clean GSTs and to perform TOHO-authorized repair and maintenance activities identified during inspection and cleaning, including work associated with GST exterior and interior surfaces and corresponding appurtenances, to maintain regulatory compliance, protect public health, and support reliable water quality and system operations.

Inspection-based repair and maintenance activities shall be limited to those identified during inspection and specifically authorized by TOHO in accordance with the Contract, and may include minor structural, coating, anchorage, or appurtenance repairs as defined in the Scope of Services.

The services requested are intended to ensure that GSTs:

- Remain structurally sound and serviceable.
- Free from excessive sediment, debris, and biofilm accumulation.
- Function hydraulically as designed to promote adequate mixing and turnover.
- Do not contribute to water quality degradation, stagnation, or loss of disinfectant residual.

4.1 Requirements:

The Contractor shall provide all labor, materials, equipment, supervision, and incidentals necessary to perform wet and/or dry inspection, cleaning, and evaluation of Ground Storage Tanks (GSTs) used for potable water storage including baffle walls and baffle curtains, if present.

Inspections may be performed with the tank in service (wet inspection – diver inspections and or Remote Operated Vehicle (ROVs) **or** out of service and dewatered (dry inspection) as directed or approved by Toho Water Authority (TOHO) based on operational, water quality, and scheduling considerations.

NOTE that most of these tanks need to be wet inspected due to redundancy limitations.

All work shall be performed in accordance with:

- Florida Administrative Code (FAC) Chapter 62-555
- AWWA D110 – Wire- and Strand-Wound Concrete Tanks
- AWWA D100 – Welded Steel Tanks
- NSF/ANSI
- Applicable OSHA and confined space entry requirements
- Industry best practices for potable water storage facilities

All services meet the requirements of Florida Administrative Code 62-555 including all necessary reports, documentations, and certifications.

TOHO maintains nineteen (19) Ground Storage Tanks subject to FAC 62-555 inspection requirements. However, inspections are conducted on staggered cycles based on individual tank inspection schedules and FDEP requirements, not annually for all tanks. The number of tanks requiring inspection in any given contract year will vary from as few as one (1) to all nineteen (19), depending on regulatory due dates. Contractors shall price per-tank inspection services and understand that annual task order volume will fluctuate based on regulatory inspection schedules.

TOHO reserves the right to add additional Ground Storage Tanks to this contract as new tanks are constructed, acquired, or brought into service. Additional tanks shall be serviced under the same terms, conditions, and unit prices as the base contract. TOHO shall provide written notice to the Contractor of any tanks added to the contract scope, including tank specifications, location, and regulatory inspection requirements.

4.2 Contractors Licenses and Certification and Personnel Requirements

The Prime Contractor shall maintain all required licenses, certifications and qualifications in good standing throughout the contract term. Failure to obtain or maintain required credentials shall be ground for disqualifications or contract termination.

A. **Prime Contractor Licensing**
To be eligible for contract award, the Prime Contractor shall hold a current and active license issued by the Florida Department of Business and Professional Regulation (DBPR) in one of the following categories:

- Certified General Contractor.
- Certified Underground Utility and Excavation Contractor; or
- Certified Specialty Contractor appropriate to the scope of work.

Proof of licensure shall be submitted with the Bid.

B. **Potable Water Experience**

The Contractor shall demonstrate a minimum of five (5) years of experience performing completed ground storage tank (GST) inspection or maintenance projects at potable water facilities within the last seven (7) years.
The Contractor must provide:

- A list of qualifying projects.
- Verifiable client references; and
- Demonstrated familiarity with applicable regulatory and industry standards, including Florida Department of Environmental Protection rules under Florida Administrative Code Chapter 62-555 and current American Water Works Association (AWWA) standards.

C. **Confined Space Entry Requirements**
The Contractor shall maintain a written and active Confined Space Entry Program compliant with Occupational Safety and Health Administration regulations under 29 CFR 1910.146.

- The Contractor shall:
- Utilize trained and certified confined space personnel.
- Maintain calibrated atmospheric monitoring equipment.
- Have a documented emergency rescue plan in place; and
- Provide copies of all applicable safety certifications and licenses with the Bid.

D. **Coating Inspection and Repair (If Applicable)**
For any coating-related scope of work, the Contractor shall:

- Maintain current AMPP (formerly SSPC) QP-1 certification.
- Provide at least one (1) onsite inspector certified at the NACE/AMPP Coating Inspector Program (CIP) Level; and
- Utilize only materials certified to NSF International /ANSI 61 standards for all interior potable water tank surfaces.
- Proof of certifications shall be submitted with the Bid.

E. **Underwater Inspection Methods**
Underwater inspections shall be performed using one of the following methods:

Remotely Operated Vehicle (ROV); or
Commercial diving services are performed by properly certified personnel.

F. **Project Supervision**
The Contractor shall assign a dedicated Project Supervisor who:
Possesses a minimum of five (5) years of experience performing potable water ground storage tank (GST) inspections or maintenance.
The Supervisor shall remain onsite always during active work operations; and
Must hold current OSHA safety certification.

G. Subcontractor Qualifications
The Prime Contractor shall be fully responsible for the work and compliance of all subcontractors. The Prime Contractor shall:

- Ensure all subcontractors hold applicable and current licenses and certifications for their respective scopes of work; and
- Submit a complete list of proposed subcontractors, including copies of credentials and certifications, with the Proposal.

4.3 Maximum Delivery and Response Time

The Contractor shall meet the delivery and response timeframes identified below following written authorization or notification by TOHO (email, purchase order, or task order). Delivery and response times are defined as the period between TOHO's written notice and the Contractor's mobilization (arrival onsite) with qualified personnel and necessary equipment/materials to commence/physical start of authorized work.

Timely performance is essential to support system operations and water quality protection. Failure to meet the committed delivery or response times may be considered a performance deficiency under the Contract.

Time extensions may be granted for delays beyond the contractor's reasonable control, including severe weather conditions rendering work unsafe or technically infeasible, changes in tank availability, unforeseeable site conditions requiring engineering review, and acts of God, pandemics, or other extraordinary events review.

The contract shall notify TOHO within 24 hours of any condition that may delay performance and request extension in writing within 48 hours, documenting the cause and anticipated delay. The awarded contractor will notify Toho`s project manager associated with this agreement on any related delay issue.

4.4 Notification Requirements:

- Upon receipt of authorization, Contractor shall confirm receipt and expected/estimated mobilization date within (24-hours) twenty-four business hours.

- If unable to meet specified response time, Contractor shall immediately notify TOHO with explanation and proposed alternative timeline.

- Contractor shall provide daily progress updates for all active repairs and urgent conditions.

4.5 Scheduling and Coordination:

- For routine scheduled work, Contractor shall coordinate with TOHO's Operations Manager or Project Managers at least (14) fourteen working days prior to planned mobilization to confirm tank availability and outage windows

- Contractor shall provide 5-working days advance notice before mobilizing for any work requiring tank outage.

- TOHO reserves the right to reschedule work due to operational necessity with [48-hour] notice

- Contractor shall sign in at the plant logbook/timestamp upon arrival and departure for verification purposes.

4.6 Acceptance/Completion Criteria:

- Work is not considered complete until TOHO inspection and acceptance

- For cleaning: Tank returned to service-ready condition with bacteriological clearance

- For repairs: Documented completion, testing results, and photographic evidence submitted

- Final deliverables due within [30] days of physical work completion

Service Type	Response Time	Expectations
Routine Scheduled GST Inspection and Cleaning	Within 30 calendar days	Contractors shall mobilize and commence inspection and cleaning services in accordance with the agreed schedule following authorization.
Non-Emergency Inspection-Based Repairs and Maintenance	Within 30 calendar days	Contractor shall mobilize to perform TOHO-authorized repairs that do not pose an immediate operational or water quality risk
Urgent / Operational Risk/Water-Quality-Related Conditions	Within 24–72 hours	Contractors shall respond to time-sensitive conditions identified by TOHO that may affect water quality, storage reliability, or regulatory compliance.
Emergency Response (Critical Failures)	**Within 4–12 hours**	**Contractor shall immediately respond to tank integrity failures, significant leaks, or conditions posing immediate threat to public health or safety.**

4.7 List of Active GST and Their Locations:

The following tanks will require inspection and cleaning during the contract period. Plant name, type of tank, material, and size are listed below.

TOHO WATER AUTHORITY **ACTIVE GROUND STORAGE TANKS & ACTIVE/NON-ACTIVE ELEVATED STORAGE TANKS**				
Well Name/ID	**Location**	**# of Count**	**Capacity**	**Type & Material**

BELLALAGO WTP	3600 Pleasant Hill Rd. Kissimmee, FL, 34746	**1**	**1.5 MGD**	**Concrete GST**
BUENAVENTURA LAKES (BVL)	400 Buenaventura Blvd., Kissimmee, FL 34743	**1**	**1.0 MGD**	**Concrete GST**
CAMELOT WEST	2965 Parkway Blvd., Kissimmee, FL, 34747	**1**	**0.50 MGD**	**Concrete GST**
HARMONY	7200 E. Irlo Bronson Hwy., St. Cloud, 34771	**1**	**0.50 MGD**	**Concrete GST**
HIDDEN GLENN	6600 Ivy Mist Lane, Davenport, FL, 33896	**1**	**0.001 MGD**	**Hydrotank**
	6600 Ivy Mist Lane, Davenport, FL, 33896	**1**	**0.002 MGD**	**Hydrotank**
HURON	2000 Hemlock Av., Kissimmee, FL, 34759	**1**	**3.50 MGD**	**Concrete GST**
NORTH BERMUDA	2706 N John Young Pkw., Kissimmee, FL, 34741	**1**	**0.50 MGD**	**Concrete GST**
	2707 N John Young Pkw., Kissimmee, FL, 34741	**1**	**0.75 MGD**	**Concrete GST**
	2708 N John Young Pkw., Kissimmee, FL, 34741	**1**	**2.00 MGD**	**Concrete GST**
NORTHWEST	3231 Reedy Creek Blvd., Kissimmee, FL 34747	**1**	**1.00 MGD**	**Concrete GST**
PARKWAY	2100 Lepic Ln., Kissimmee, FL 34744	**1**	**1.25 MGD**	**Concrete GST**
PEABODY	1010 Peabody Rd., Kissimmee, FL, 34758	**2**	**0.60 MGD**	**Concrete GST**
SAINT CLOUD WTP1	70 10th Street Saint Cloud FL 34769	**1**	**0.91 MGD**	**Concrete GST**
SAINT CLOUD WTP2	1630 10th Street Saint Cloud FL 34769	**1**	**0.50 MGD**	**Concrete GST**
BOOSTER STATION		**1**	**0.75 MGD**	**Concrete GST**
SAINT CLOUD WTP4	3201 Kissimmee Park Road, FL 34772	**2**	**1.00 MGD**	**Concrete GST**
SOUTHWEST	7325 Osceola Polk Line Rd., Davenport, FL, 33896	**1**	**2.00 MGD**	**Concrete GST**
SUNBRIDGE	2200 Sungrove Lane St. Cloud Fl, 34771	**1**	**1.00 MGD**	**Concrete GST**
ELEVATED TOWER	5050 Industrial Lane, Poinciana, FL 34758	**1**	**0.250 MGD**	**Elevated**
ELEVATED TOWER - KENTUCKY STC	1313 Kentucky Ave St. Cloud, FL 34769	**1**	**0.300 MGD**	**Elevated**
ELEVATED TOWER - SOUTHSIDE STC	Canoe Creek Rd. & Pinetree Dr.	**1**	**0.750 MGD**	**Pedisphere**

4.8 Inspection Services will comprise of the following:

4.8 (1) Wall Foundation of Footing and Wall Exterior:

a. Wall foundation or footing, if exposed, (dips, damp spots, bearing and/or joint filler pads, if present, and gap between wall and sub-grade or wall and footing)
b. Check for cracks and hollows.
c. Check architectural finish coating (paint)
d. Manhole access covers and hatches (cover, frame, bolts, gaskets, etc.). Gaskets to be provide by the Contractor at no extra cost to Toho.
e. Pipe sleeves, if present, (frame and seal by modular, mechanical type, interlocking, synthetic rubber 'link' units)
f. Ladder (risers, rungs, wall brackets, all connections including welds, shotcrete boss, fasteners, and safety rail)
g. Liquid level indicator, if present (fiberglass board, target, wall brackets, shotcrete boss, precast concrete curb on dome, fasteners, cables, float, pulleys, and mechanism).

4.8 (2) Dome Exterior:

a. Check for cracks and hollows.
b. Check for spalling.
c. Check architectural finish coating (paint)
d. Hatch (precast concrete curb, fiberglass cover, insect barriers, hasp, fasteners, and mechanism)
e. Ventilator (precast concrete curb, fiberglass housing, and screens around circumference and on bottom, fasteners, and caulking)
f. Aerator (screens, caulking, fiberglass structure and trays, bolts, and fasteners)
g. Overflows, if present, (precast concrete, screens, fasteners, and caulking)
h. Handrail, if present, (rails, posts, toe-boards, flanges, brackets, all connections including welds, and fasteners).

4.8 (3) Wall Interior:

a. Shrinkage cracks (normal) and hollows
b. Spalling
c. Ladder and/or stairs (risers, rungs, wall and base brackets, braces, connections, shotcrete bosses, fasteners, and safety rail)

4.8 (4) Floor Interior:

a. Check for cracks (note size and length)
b. Pipes (encasements, coating, support brackets, bolts, etc.)
c. Water stops, if applicable (irregularities, holes, encasement)
d. Gap between wall and water stop, if applicable
e. Measure steel wall thickness using ultrasonic for atmospheric and pressure tanks.
f. Measure pit depths on interior wall of pressure tanks after cleaning.
g. Conduct dye leak pinpointing inside concrete tanks where cracks suggest leakage.
h. Measure sediment depth for in-service inspections.

4.8 (5) Dome Interior:

a) Check underside of dome for exposed reinforcing steel bars and welded wire fabric and damage from hydrogen sulfide.

4.8 (6) Baffle System Interior:

a. Identify Baffle walls, if present (rigid baffle walls or flexible baffle curtains)
b. Document baffle location relative to inlet(s), outlet(s), overflow(s), and drain(s)
c. Document orientation (full-depth, partial depth, segmented) and number of baffles.
d. Structural Conditions

i. Rigid Baffle Walls:
1. Cracking, spalling, delamination, or exposed reinforcement
2. Displacement, bowing, or separation from tank structure.
3. Condition of joints, seals, and interfaces
4. Evidence of undermining or settlement
5. Condition of anchors, embeds, and fasteners.

ii. Flexible Baffle Curtains
1. Tears, punctures, abrasions, or seam failures
2. Loss of tension, sagging, or distortion
3. Material uniformity and thickness
4. Evidence of chemical, UV, or disinfectant degradation
5. Biofouling or sediment loading affecting performance.

iii. For all Baffle Types:
1. Condition and security of top mounting systems (rails, channels, clamps, embeds)
2. Bottom anchorage system including weights, chains, floor anchors, or embed plates.
3. Integrity of side seals or edge connections to tank walls
4. Presence of missing, loose, damaged, or corroded hardware
5. Evidence of anchor migration, pull-out, or connection failure
6. Condition of flexible connections or expansion allowances, where applicable

4.8 (7) Pressure Tanks:

a. Conduct confined space entry for interior cleaning and inspection of tanks.
b. Ultrasonic thickness survey of tank, shell, and heads
c. Pit depth measurement on tank interior.
d. Assess condition of interior and exterior coatings.

4.9 (1) Reporting:

Each GST inspection report shall be prepared by a Certified Inspector and stamped and sealed by a Registered Professional Engineer as required by FAC 62-555.350. The written report shall contain high resolution photographic record of the inspections from both interior and exterior surfaces. The report must contain detailed recommendations for any safety concerns, repairs,

upgrades of maintenance for each tank along with estimated costs. The contractor shall provide (2) two copies of the comprehensive written reports, (2) two electronic copies on USB drive both to include labeled photographs and narrated videos (if applicable) of the internal inspection.

The detailed Inspection report will be presented to the Chief Plant Operator and Toho`s Project Manager via email together with the Maintenance repairs or diagnosis required if any. The maintenance will conform with the pricing structure bid by the contractor.

4.9 (2) Toho Water Authority's Responsibility:

The following services shall be provided by TOHO without expense to the Contractor:

1. Adequate access to the tanks, including open storage space conveniently located near the tank for equipment and materials needed to perform the cleaning and inspections.
2. A continuous supply of potable water under pressure for the use of the inspection crew within 100 feet of the tank sites.
3. A continuous supply of electricity during the period of the inspection: one 100-AMP, 110/220-volt single phase electric service for the operation of power tools and accessories, located not more than 100 feet from each tank.
4. Complete drainage and disposal of the tank's contents including residual sediment.
5. Removal of the wall manhole covers prior to inspections and subsequent replacements of the covers after the tank has been inspected. Contractor will provide TOHO with a new gasket for the wall manhole covers as part of the inspections at no additional charge.
6. After tanks have been inspected by vendor, refilling, and disinfection, bacteriological sampling, and testing of the tank's contents including supply of water for filling the tank during disinfection.
7. Any permit or other governmental fees as may be required for the work.

End Section 4.

SECTION 5
BID FORMS

- Addenda Acknowledgment Form
- Bid Price Form
- Authorized Signature Form
- Bidder's Reference List
- Licenses and Credentials as identified Scope of Work Section 4.2.
- Osceola TOHO Local Business Tax Receipt (formerly known as an Occupational License)
- List of Subcontractors if applicable.

ADDENDA ACKNOWLEDGMENT FORM

The Bidder acknowledges that he has received Addenda Number(s):

Number	Addendum Title	Bidder Initials
Number	Addendum Title	Bidder Initials
Number	Addendum Title	Bidder Initials

Bidder shall insert number and name of each addendum received and agrees that all addenda issued are hereby made a part of the proposed Contract Forms, and the Bidder further agrees that its Bid is submitted after consideration of said addenda.

BID PRICE FORM (IFB-26-015):

GROUP I – Cleaning and Inspection Services. (Recommend letter or number each of these columns)

Well Name/ID	# of Count	Capacity	Type & Material	Clean and Inspect - Wet $	Clean Only – Wet $	Inspect Only – Wet $	Clean and Inspect - Dry $	Clean Only – Dry $	Inspect Only – Dry $
BELLALAGO WTP	1	1.5 MGD	Concrete GST						
BUENAVENTURA LAKES (BVL)	1	1.0 MGD	Concrete GST						
CAMELOT WEST	1	0.50 MGD	Concrete GST						
HARMONY	1	0.50 MGD	Concrete GST						
HIDDEN GLENN	1	0.001 MGD	Hydrotank						
HIDDEN GLENN	1	0.002 MGD	Hydrotank						
HURON	1	3.50 MGD	Concrete GST						
NORTH BERMUDA	1	0.50 MGD	Concrete GST						
NORTH BERMUDA	1	0.75 MGD	Concrete GST						
NORTH BERMUDA	1	2.00 MGD	Concrete GST						
NORTHWEST	1	1.00 MGD	Concrete GST						
PARKWAY	1	1.25 MGD	Concrete GST						
PEABODY	2	0.60 MGD	Concrete GST						
SAINT CLOUD WTP1	1	0.91 MGD	Concrete GST						
SAINT CLOUD WTP2	1	0.50 MGD	Concrete GST						
Booster Station	1	0.75 MGD	Concrete GST						
SAINT CLOUD WTP4	2	1.00 MGD	Concrete GST						
SOUTH WEST	1	2.00 MGD	Concrete GST						
SUNBRIDGE	1	1.00 MGD	Concrete GST						
ELEVATED TOWER	1	0.250 MGD	Elevated						
ELEVATED TOWER - KENTUCKY STC	1	0.300 MGD	Elevated						

ELEVATED TOWER - SOUTHSIDE STC	1	0.750 MGD	Pedisphere						
TOTAL BID PRICE COLUMN									
TOTAL BID PRICE FOR ALL CLEANING SERVICES & INSPECTION SERVICES (ADD ALL COLUMNS HERE)								$_____	

PROPOSED TOTAL CONTRACT BID PRICE GROUP 1 = $_____

GROUP 2 Maintenance and Repair Services.

Work Hours:
Category #A - Standard Hours - 6:00 AM to 5:00 PM Monday through Friday, excluding

TOHO Holidays
Category #B - Non-Standard Hours - 7:01 PM to 5:01 AM Seven days per week, including TOHO Holidays

Dry Only Repair Services Pricing info			
ITEM	**Description**	**Rate**	**Scope of Work by Contractor:**
1	Mobilization – non-emergency	$_____	*The repairs to be made Will depend on the Inspection report provided by the Contractor and may differ from tank to tank.*
2	Hourly Rate Category (See Category A)	$_____/Hr.	
3	Non-Standard Hourly rate (See category B)	$_____/Hr.	
4	Materials % Mark Up Cost.	_____%	

Hourly rate is a minimum of 4 hours per day for any services rendered.
NOTE: * Prior Written Approval by Toho Water Authority (TOHO) for Overtime rates to apply after exceeding 40 hours per week

The costs of any and all products and materials needed to perform the work shall be billed in addition to the hourly rate(s) at cost + percentage

The costs of renting special tools and equipment such as cranes, lifts, scaffolding or other special equipment required to perform the work will be included in the TOHO's proposal at actual cost(s) **without** mark-up.

_____
Firm Name

_____
Firm Address

_____
Authorized Signature

_____
Printed Name

_____
Phone Number

_____
E-Mail Address

AUTORIZED SIGNATURE FORM

Bidder: Complete the applicable Acknowledgement for An Individual Acting in His Own Right, A Partnership, A Corporation, or a Limited Liability Corporation, (LLC) according to your firm type.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ _____, acting in an individual capacity. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

_____
Notary Public Signature

_____
Print Name

My Commission Expires: (AFFIX NOTARY SEAL)

FOR PARTNERSHIP

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ _____, who is a partner on behalf of _____, a partnership. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

_____
Notary Public Signature

_____
Print Name

My Commission Expires: (AFFIX NOTARY SEAL)

FOR CORPORATION OR A LIMITED LIABILITY CORPORATION

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ _____, who is _____ (Title) of _____ _____ (Corporation Name) a corporation under the laws of the State of _____, on behalf of the said corporation.. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

_____
Notary Public Signature

_____
Print Name

My Commission Expires: (AFFIX NOTARY SEAL)

BIDDER'S REFERENCE LIST

To enable Toho to evaluate the Bidder's qualification, Bidders will provide references and submit them with the bid package. Provide a minimum of three (3) and maximum of five (5) references where your company has provided similar goods or services within the last five years and include the information requested below. Toho employees may not be used as references. Separate sheets or your own form may be utilized; however, all the information should be provided. Inadequate information provided to verify Bidder's experience and qualifications may result in disqualification.

Provide the following information for **each** of the references. (**Minimum 3/Maximum 5**)

Company Name:

Company Address:

Contact Person:

Contact Email Address:

Contact Phone Number:

Nature of Contract:

Dollar Value of Contract:

Start and End Dates of Contract:

SECTION 6

SPECIAL TERMS AND CONDITIONS NOT APPLICABLE

SECTION 7
ATTACHMENTS

Bidders are hereby advised that they must complete the attachments found on the following pages of this section and submit them as part of their Bid.

A	Affidavit of Non-Collusion and Non-Interest of Toho Employees
B	E-Verify Use and Registration Certification
C	Bid Bond or Cashier's Check (If applicable)
D	Drug Free Workplace Compliance Form
E	Anti-Human Trafficking Affidavit

ATTACHMENT F -SAMPLE AGREEMENT

Bidders, please note that the contract is a sample and is intended to provide you with an opportunity to review the contents and specifically the terms and conditions, associated bonds and anticipated insurance requirements based on current cost estimates. Also, there may be references to specific Attachments and/or exhibits that are intended to be or may be incorporated into the final Contract depending on the negotiated final scope of work for the goods and services that are NOT present in the sample.

ATTACHMENT A
AFFIDAVIT OF NON-COLLUSIONS AND OF NON-INTEREST OF TOHO EMPLOYEES

Instructions: "Vendor(s)", defined as any person or entity responding to a formal solicitation issued by the Tohopekaliga Water Authority (**"Toho"**), must submit this form with their Solicitation Responses. The terms **"Contract"** and **"Agreement"** may be interchangeably used.

Vendor Name *(as on Sunbiz.org)*:	
Solicitation/Contract Number:	

Affidavit of Non-Collusion and of Non-Interest of Toho Employees

The undersigned hereby certifies that they are authorized to legally bind the Vendor of this Solicitation Response, that the only person(s) or party(s) interested in this Solicitation Response are those named in the Solicitation Response, that no officer, employee, or agent of the Tohopekaliga Water Authority or any other Vendor is interest in this Solicitation Response, that this Solicitation Response is made without fraud, that this Solicitation Response is made with no past or present collusion with any other person, firm, or corporation.

By submitting a Solicitation Response to the above-referenced Solicitation, Vendor also represents that this Solicitation Response has been prepared without collusion or fraud and in fair competition with other Vendors, without any restraint on free competition, and acknowledges that TOHO is acting in reliance upon that representation.

The undersigned hereby represents that they: make the above certifications based upon personal knowledge; are over the age of 18 years and otherwise competent to make the above certifications; and are authorized to legally bind and make the above certifications on behalf of Vendor.

Under penalties of perjury, the undersigned declares that they have read and understand the contents of the foregoing form. Pursuant to the authority granted to the undersigned by Vendor, the undersigned hereby acknowledges, affirms, and makes the above sworn statement.

By:_____
Authorized Representative on behalf of Vendor
Printed Name:
_____
Official 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 _____ of _____, a _____ authorized to do business in the State of Florida on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

(Seal)

_____
Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped

ATTACHMENT B
E-VERIFY USE AND REGISTRATION CERTIFICATION

Instructions: "Vendor(s)", defined as any person or entity seeking to engage in business with the Tohopekaliga Water Authority (**"Toho"**), must certify that they are registered and use the U.S. Department of Homeland Security's E-Verify system using this form. The terms **"Contract"** and **"Agreement"** may be interchangeably used.

Vendor Name *(as on Sunbiz.org)*:	
Solicitation/Contract Number:	

Section 448.095, Florida Statutes, Compliance Certification
Employment Eligibility

The undersigned, on behalf of the Vendor, hereby certifies as follows:

(A) Vendor acknowledges that Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States.

(B) Vendor acknowledges that, in accordance with Section 448.095(5), Florida Statutes: **(1)** the Vendor, and any subcontractor thereof, are required register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Vendor or subcontractor; and **(2)** Toho may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(C) Vendor hereby certifies that the Vendor is registered with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of the Contract.

(D) Vendor hereby certifies that it does not and shall not employ, contract, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes, is otherwise in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, and shall remain in compliance with such sections of Florida law during the term of any contract with Toho.

(E) Vendor hereby acknowledges that the language of the Solicitation and/or Contract notwithstanding, a contract terminated under Section 448.095(5), Florida Statutes, is not a breach of contract and may not be considered as such.

(F) Vendor hereby acknowledges and agrees that in the event that Vendor, or any subcontractor thereof, fails to comply with all applicable provisions of Sections 448.09 and 448.095, Florida Statutes, Toho reserves the right to exercise all remedies available to it at law and in equity, including without limitation recovery from the Vendor of the costs incurred by Toho as a result of termination of the Agreement under the aforementioned Florida statutes.

(G) Attached to this form is a true and correct copy of the Vendor's proof of registration in the E-Verify system.

(H) Vendor shall ensure compliance with the requirements of Sections 448.09 and 449.095, Florida Statutes, by any and all of its subcontractors, and shall require all subcontractors performing

work under the Contract to provide this same certification form, with party names changed as applicable. Toho reserves the right to request copies of each such subcontractor's form.

Initials: _____

EXECUTION OF ABOVE CERTIFICATION

The undersigned hereby represents that they: make the above certification based upon personal knowledge; are over the age of 18 years and otherwise competent to make the above certification; and are authorized to legally bind and make the above certification on behalf of the Vendor.

Under penalties of perjury, the undersigned declares that they have read and understand the contents of the foregoing form. Pursuant to the authority granted to the undersigned by Vendor, the undersigned hereby acknowledges, affirms, and makes the certification provided above on behalf of Vendor.

By:

_____

Authorized Representative on behalf of Vendor

Printed Name:

_____

Official Title:

_____

Date:

_____

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 _____ of _____, a _____ authorized to do business in the State of Florida on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

(Seal)

_____

Signature of Notary Public

_____

Name of Notary Typed, Printed or Stamped

ATTACHMENT C
FLORIDA BID BOND

Know all men by these presents:

That the "Bidder", _____, a corporation _____, individual _____, partnership _____, of the state of Florida, qualified to do business in this State, as principal, and the "Surety", _____, a corporation of the state of _____, authorized to do business as a surety in this State, as surety, are hereby held and firmly bound unto Toho, A Regional Water Supply Authority ("Toho"), as oblige, in the sum _____, lawful money of the United States of America for the payment of which the Bidder and the Surety hereby bind ourselves, our respective heirs, successors, legal representatives and assigns, jointly, and severally, firmly by these presents.

WHEREAS, the Bidder has submitted to Toho, its Bid to which this Florida Bid Bond ("Bond") is attached, to enter into the Contract with Toho for _____, Project No.: _____, which Contract is incorporated herein by this reference:

NOW, THEREFORE: The condition of this obligation is that, the Bidder And Surety are jointly and severally bound by all of the provisions of this Bond, and if the Bidder faithfully performs and fulfills all the understandings, covenants, terms, conditions and requirements of the Contract (including Addenda issued before the date of the opening of the Bid) within the time specified or any extension thereof, with or without notice to the Surety, or if the Bidder fails to comply with all requirements of the Contract (as modified) within the time specified or any extension thereof, with or without notice to the SURETY, but pays Toho the full amount of the sum set forth in this Bond as liquidated damages, then this obligation shall be null and void, otherwise to remain in full force and effect.

A. If Toho makes demand on the Surety to perform in accordance with the Surety's obligations under this Bond, then the full amount of this Bond shall be immediately due and payable to Toho, and the Surety shall pay that sum without delay. Additionally, the Surety shall reimburse Toho for all costs of collection (including but not limited to attorney's fees).

B. The Surety, for value received, stipulates and agrees that the obligations of the Surety and this Bond shall be in no way impaired or affected by any extension of the time within which Toho may accept the Bid, and the Surety does, by this agreement, waive notice of any such extension.

C. The term this "State" means the State of Florida. Other defined terms (i.e., capitalized terms) used in this Bond have the intent and meanings assigned to them in the Contract.

IMPORTANT: Sureties executing this Bond shall be currently authorized to do business in the State as surety and, except as otherwise provided by the Florida Statutes, be on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies. Bonds cannot be in excess of the amount indicated as approved by that list.

_____
(Name of Surety)

_____
(Address)

_____
(Telephone Number)

_____
(Name of Duly Authorized Florida Agent)

_____
(Address)

_____
(Telephone Number)

Signed and sealed this _____ day of _____, 20_____.

Bidder/Principal:

Witness

_____ By:_____

_____
Name and Title

Surety:

Witness

_____ By Agent:_____

_____
By Attorney-In-Fact
(Attach Certified Copy of Power of Attorney)

ATTACHMENT D
DRUG FREE WORKPLACE COMPLIANCE FORM

Instructions: "Vendor(s)", defined as person or entity seeking to engage in business with the Tohopekaliga Water Authority (**"Toho"**), must use this form to certify that they will take the requisite "affirmative steps" as discussed below. The terms **"Contract"** and **"Agreement"** may be interchangeably used.

Vendor Name *(as on Sunbiz.org)*:	
Solicitation/Contract Number:	

Drug-Free Workplace Compliance Form

Contractor shall comply with all provisions of the Drug-Free Work Place Act of 1988, 41 U.S.C. §8101 et seq., as amended. The Contractor shall commit to comply with this requirement by completing this form and submitting it with its Bid. In order to have a drug-free workplace program, Contractor certifies that it will:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

5) Impose a sanction on, or require 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 the Project.

Vendor's Initials: _____

EXECUTION OF ABOVE CERTIFICATION

The undersigned hereby represents that they: make the above certification based upon personal knowledge; are over the age of 18 years and otherwise competent to make the above certification; and are authorized to legally bind and make the above certification on behalf of the Vendor.

Under penalties of perjury, the undersigned declares that they have read and understand the contents of the foregoing form. Pursuant to the authority granted to the undersigned by Vendor, the undersigned hereby acknowledges, affirms, and makes the certification provided above on behalf of Vendor.

By:

_____

Authorized Representative on behalf of Vendor

Printed Name:

_____

Official 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 _____ of _____, a _____ authorized to do business in the State of Florida on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

(Seal)

_____

Signature of Notary Public

_____

Name of Notary Typed, Printed or Stamped

ATTACHMENT E
ANTI-HUMAN TRAFFICKING AFFIDAVIT

Instructions: "Nongovernmental Entity", defined as any person or entity seeking to engage in business with the Tohopekaliga Water Authority **("Toho")**, must complete the following form. The terms **"Contract"** and **"Agreement"** may be used interchangeably.

Nongovernmental Entity Name	
Solicitation/Contract Number(s):	

The undersigned, on behalf of the Nongovernmental Entity, hereby attests as follows:

A. The Nongovernmental Entity understands and affirms that Section 787.06(13), Florida Statutes, prohibits Toho from executing, renewing, or extending a contract with entities that use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes.

B. The Nongovernmental Entity hereby attests, under penalty of perjury, that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

C. The Nongovernmental Entity understands and affirms that if at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify Toho and no contracts may be executed, renewed, or extended with Toho.

The undersigned hereby represents that they: make the above attestation based upon personal knowledge; are over the age of 18 years and otherwise competent to make the above attestation; and are authorized to legally bind and make the above attestation on behalf of the Nongovernmental Entity.

Under penalties of perjury, the undersigned declares that they have read and understand the contents of the foregoing document and that the facts stated in it are true.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

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 Nongovernmental Entity. They ☐ are personally known to me or ☐ have produced _____ as identification.

_____
Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

ATTACHMENT F
SAMPLE AGREEMENT

Bidders, please note that this contract is a sample and is intended to provide you with an opportunity to review the contents and specifically the terms and conditions, associated bonds and anticipated insurance requirements based on current cost estimates. Also, there may be references to specific Attachments and/or exhibits that are intended to be or may be incorporated into the final Contract depending on the negotiated final scope of work for the goods and services that are NOT present in the sample.

AGREEMENT FOR
PROJECT NAME

THIS AGREEMENT FOR PROJECT NAME (the "**Agreement**") is made and entered into between **TOHOPEKALIGA WATER AUTHORITY**, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, and with a principal address of 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 ("**Toho**") and **CONTRACTOR NAME**, a entity type, with a principal address of Address (the "**Contractor**"). Toho and the Contractor may be individually referred to as a "**Party**" or collectively as the "**Parties**".

RECITALS:

WHEREAS, Toho has competitively solicited for the project name pursuant to IFB-26-XXX (the "**Solicitation**"), a copy of which is attached, including all Addendums, incorporated by reference as **Exhibit "A"**, and made a material part of this Agreement; and

WHEREAS, the Contractor has exhibited by its response to the Solicitation, a copy of which is attached, incorporated by reference as **Exhibit "B"**, and made a material part of this Agreement, that it is capable of providing the required goods and services; and

WHEREAS, the Parties hereto have agreed to enter into this Agreement, in accordance with the terms and conditions based on the Solicitation and as more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the Parties agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and form a material part of this Agreement.

SECTION 2. TERM. The term of this Agreement shall become effective upon execution by both Parties and shall continue through Month XX, 202X. This Agreement may be renewed subject to written notice of agreement executed by both Parties, for up to two additional one-year periods.

SECTION 3. SCOPE OF SERVICES. The Contractor shall provide those goods and services specified in *Section Three – Scope of Services and Related Requirements* of **Exhibit "A"** (collectively the "**Services**"), in compliance with the terms and conditions of this Agreement, as well as those found in the solicitation document attached as **Exhibit "A"**. If there is a conflict between the provisions of either **Exhibit "A"** and this Agreement, the terms of this Agreement shall prevail.

SECTION 4. OBLIGATIONS OF THE CONTRACTOR. Obligations of the Contractor shall include, but not be limited to, the following:

A. The Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any other items or services, of any type whatsoever, which are necessary to fully complete and deliver the Services requested by Toho. The Contractor shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, Toho, or any property owned by Toho. Any such lien, attachment, or encumbrance, until removed, shall preclude any claims or demands by the Contractor for any payment expected by virtue of this Agreement.

B. The Contractor shall ensure that all of its employees, agents, subcontractors, representatives, volunteers, and any other associates fully comply with all of the terms and conditions set forth herein when providing Services for Toho under this Agreement.

C. The Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work outlined in the Scope of Services.

D. The Contractor shall maintain adequate and competent staff, and remain authorized to do business within the State of Florida for the term of this Agreement, including renewals. The Contractor may subcontract the Services requested by Toho, with prior written approval from Toho; however, the Contractor is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 5. STANDARD OF CARE

A. The Contractor has represented to Toho that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the Services provided under this Agreement. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall efficiently perform the requested Services, consistent with **Exhibit "A"** and **Exhibit "B"**, as well as industry standards. The Contractor hereby covenants and agrees that its employees, agents, subcontractors, representatives, volunteers, and any other associates shall likewise be bound by this representation.

B. The Contractor covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 6. COMPENSATION

A. The amount paid under this Agreement for acceptable performance and delivery of XXXXXX units described in **Exhibit "A"** shall not exceed XXXXXXXXXX (the **"Not to Exceed Amount"**) for the term of the agreement, based on the rates specified in **Exhibit "B"**. **Purchase Order.**

B. Toho will not accept any goods delivered or service performed unless a duly authorized Purchase Order has been issued for said goods and/or services. The Purchase Order number must appear on all invoices, packing slips, and all correspondence concerning this order.

C. Compensation for Services completed by the Contractor shall be paid in accordance with section 218.70, Florida Statutes, Florida's Local Government Prompt Payment Act.

D. Services performed in accordance with this Agreement are subject to the annual appropriation of funds by Toho. Toho reserves the right, in its sole discretion, to forego the Contractor's use for any project that may fall within the Scope of Services listed herein. In the event Toho is not satisfied with the Services provided by the Contractor, Toho will hold any amounts due until such time as the Contractor has appropriately addressed the problem to the satisfaction of Toho.

E. The obligation of Toho to proceed under this Agreement is conditioned upon the appropriation of funding by Toho's Board of Supervisors. If the funding anticipated for the fulfillment of this Agreement is, at any time, not forthcoming or otherwise insufficient, Toho shall have the right, in its sole discretion, to terminate or suspend this Agreement without damage, penalty, cost, or expense to Toho of any kind whatsoever. The effective date of any such termination or suspension shall be as specified in Toho's notice of termination or suspension. Toho shall have the final authority over whether such funding is available.

SECTION 7. TERMINATION

A. **Termination for Convenience.** Toho may terminate this Agreement for convenience by providing written notice to the Contractor no fewer than 30 days prior to such termination. In the event of such a termination for convenience by Toho, the Contractor shall be paid for all authorized Services provided before the effective date of termination. No other damages, fees, or costs may be assessed against Toho for its termination of this Agreement for convenience.

B. **Termination for Cause**

1. **Immediate Termination.** Toho reserves the right to **"Immediate Termination"** of this Agreement, with such termination to be effectuated as of the Contractor's receipt of written notice, for any number of the following causes all of which shall constitute a material breach of this Agreement by the Contractor: **(a)** the amount invoiced by the Contractor exceeds the Not to Exceed Amount; **(b)** the Contractor files for bankruptcy, becomes insolvent, or is adjudged bankrupt or insolvent by any Court; **(c)** a receiver of the property of the Contractor is appointed in any proceeding brought by or against the Contractor; **(d)**

the Contractor is determined to be ineligible to do business in the State of Florida; **(e)** if the Contractor is a non-profit agency, loss by the Contractor of its non-profit status; or **(f)** as otherwise expressly provided for in this Agreement.

2. **Standard Termination for Cause.** For breaches of this Agreement for which Immediate Termination does not apply, Toho may terminate this Agreement for cause upon providing written notice to the Contractor no fewer than 5 business days prior to such termination. Such termination for cause may be for any material breach of this Agreement, or if Toho, using its sole discretion, determines that the Contractor is unable to adequately perform under this Agreement.

3. **Opportunity to Cure.** Without creating an obligation to provide an opportunity to cure or to accept any proposed cure by the Contractor, Toho reserves the right to provide the Contractor with the opportunity to cure a stated breach of this Agreement. If Toho decides to provide such an opportunity to cure, it shall: **(a)** include such opportunity to cure as part of its notice of termination; and **(b)** provide a deadline deemed appropriate by Toho by which the Contractor must cure or, only if expressly permitted by Toho, submit its proposed cure to Toho. Toho has no obligation whatsoever to accept any proposed cures submitted by the Contractor.

4. **Payment in the Event of Termination for Cause.** In the event of termination of this Agreement due to the fault of the Contractor, at the written request of the Contractor, Toho shall compensate the Contractor for all authorized Services completed, before the effective date of termination, which has resulted in a usable product or otherwise tangible benefit to Toho. All such payments shall be subject to an offset for any damages incurred by Toho resulting from the Contractor's breach of this Agreement and any delay occasioned by early termination. No damages, fees, or costs may be assessed against Toho for its termination of this Agreement for cause.

5. **In the Event of Wrongful Termination for Cause.** If a court of competent jurisdiction determines that this Agreement was wrongfully terminated for cause, then the Contractor's damages for such termination, if any, shall be the same as if Toho had terminated this Agreement for convenience.

C. **In the Event of Termination.** In the event of termination of this Agreement, whether for convenience or cause, the Contractor shall, unless otherwise expressly provided by Toho in its notice of termination: **(1)** maintain the same service level at which it was providing the Services prior to its receipt of Toho's notice of termination; **(2)** not be permitted to incur any additional obligations or enter into any additional subcontracts to provide the Services; **(3)** finalize all necessary reports, invoices, and other documentation required under the terms of this Agreement up to the effective date of termination.

SECTION 8. INSURANCE

A. The Contractor shall procure and maintain the following types of insurance, with the respective limits, and shall provide proof of the same to Toho, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. **Worker's Compensation:** The Contractor shall provide Worker's Compensation coverage for all employees at the site location and, in the case any work is subcontracted, shall require the subcontractor to provide Worker's Compensation for all its employees. The limits shall be statutory for Worker's Compensation and $1,000,000.00 for Employer's Liability.
2. **Commercial General Liability:** The Contractor shall provide for all operations including, but not limited to, Contractual and products-Completed Operations. The limits shall not be less than $1,000,000.00.
3. **Comprehensive Automobile Liability:** The Contractor shall provide coverage for all owned and non-owned vehicles for limits not less than $1,000,000.00.
4. **Umbrella Liability:** The Contractor shall provide an umbrella policy in excess to the coverages provided for in the above paragraphs of not less than $1,000,000.00.

B. The Contractor shall name "Toho Water Authority" as a certificate holder and as additional insured, to the extent of the Services to be provided hereunder, on all required insurance policies, except for the Worker's Compensation policy, and provide Toho with proof of the same.

C. The Contractor, and any authorized subcontractor(s), shall provide Toho's Procurement Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. The Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor;
2. The specified job by name and job number;
3. The name of the insurer;
4. The number of the policy;
5. The effective date;
6. The termination date; and
7. A statement that the insurer will mail notice to Toho at least 30 days prior to any material changes in the provisions or cancellation of the policy.

D. Receipt of certificates or other documentation of insurance or policies or copies of policies by Toho, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.

E. The Contractor shall ensure that any subcontractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, procure and maintain the same insurance requirements as set forth herein. In addition, the Contractor shall maintain proof of the same on file and made readily available upon request by Toho.

SECTION 9. TOHO OBLIGATIONS.

At the Contractor's request, Toho agrees to provide, at no cost to Toho, all pertinent information known to be available to Toho to assist the Contractor in providing and performing the required Services.

SECTION 10. DOCUMENTS CONSTITUTING ENTIRE AGREEMENT

A. The following documents are hereby incorporated and made part of this Agreement:

1. **Exhibit "A"** – Solicitation documents IFB-XX-XXX, including all Addendums
2. **Exhibit "B"** – Response submitted by the Contractor

B. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and Exhibits "A" and "B", the provisions of the Agreement shall take precedence.

SECTION 11. APPLICABLE LAW, VENUE, JURY TRIAL

A. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it becomes necessary for either Party to initiate legal action regarding this Agreement or the performance of the associated Services, venue shall lie in Osceola County, Florida. The Parties hereby waive their right to trial by jury in any action, proceeding, or claim, arising out of this Agreement, which may be brought by either of the Parties.

B. In all respects, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice of law rules thereof that may direct the application of the laws of another jurisdiction.

SECTION 12. PUBLIC RECORDS COMPLIANCE

A. The Contractor understands that by virtue of this Agreement all of its documents, records, and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection by Florida law. If the Contractor shall act on behalf of Toho, as provided under section 119.011(2), Florida Statutes, as amended, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, as amended, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by Toho in order to perform the Services; and
2. Provide the public with access to public records on the same terms and conditions that Toho would provide the records and at a cost that does not exceed the cost provided by Florida law; and
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; and
4. Meet all requirements for retaining public records and transfer, at no cost, to Toho all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All records stored electronically must be provided

to Toho in a format that is compatible with the information technology systems of Toho; and

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING: RECORDS RETENTION, 951 MARTIN LUTHER KING BLVD. KISSIMMEE, FL 34741, PUBLICRECORDSREQUESTS@TOHOWATER.COM, (407) 483-3822.

SECTION 13. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, subcontractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of Toho for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments; the Federal Insurance Contribution Act; the Social Security Act; the Federal Unemployment Tax Act; the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws; the State of Florida workers' compensation laws; the State of Florida unemployment insurance laws; and the Florida Retirement System benefits. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder.

SECTION 14. APPLICABLE LICENSING. The Contractor, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the Services set forth herein.

SECTION 15. COMPLIANCE WITH ALL LAWS. The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, Toho, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 16. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless Toho, its officials, agents, and employees from, and against, any claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including, but not limited to attorneys' fees, paralegals' fees, consultants' fees, and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, arising directly or indirectly out of or caused, in whole or part, by any act or omission of the Contractor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable.

SECTION 17. SOVEREIGN IMMUNITY. Toho expressly retains all rights, benefits, and immunities of sovereign immunity by section 768.28, Florida Statutes. Notwithstanding anything outlined in any section, article, or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of Toho for damages, attorney fees, and costs, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party to allow any claim against Toho, which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 18. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 19. ASSIGNMENT. This Agreement shall only be assignable by the Contractor upon the express written consent of Toho.

SECTION 20. SEVERABILITY. All clauses found herein shall act independently of each other. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

SECTION 21. WAIVER. Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 22. NOTICE. The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to Toho and the Contractor. All notices required and/or made pursuant to this Agreement to be given to Toho and the Contractor shall be in writing and given by way of the United States Postal Service, first-class mail, postage prepaid, addressed to the following addresses of record:

Toho:	Tohopekaliga Water Authority Attention : Procurement Services Department 951 Martin Luther King Blvd Kissimmee, Florida 34741
Contractor:	Insert Vendor Name Vendor Address Vendor City, State, Zip

SECTION 23. MODIFICATION. The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event

of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 24. HEADINGS. All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 25. ADMINISTRATIVE PROVISIONS. In the event Toho issues a purchase order, memorandum, letter, or any other instrument addressing the Services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for Toho's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 26. CONFLICT OF INTEREST. The Contractor warrants that the Contractor 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 Agreement, and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, Toho shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 7 hereof.

SECTION 27. FLORIDA VENDOR ELIGIBILITY

A. **Public Entity Crimes.** Contractor hereby represents, warrants, and certifies that: (a) neither Contractor, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of Contractor, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989; (b) Contractor has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Agreement to subcontract with any vendor that has been placed on any such convicted vendor list; (c) Contractor has read and reviewed the provisions, requirements, and prohibitions of Florida's Public Entity Crime Act, Section 287.133, Florida Statutes, and hereby affirms its compliance therewith. For the purposes of this provision, the terms "public entity crime", "convicted", and "affiliate" shall be as defined in Section 287.133, Florida Statutes.

B. **Scrutinized Companies**

1. Contractor hereby represents, warrants, and certifies that: (i) Contractor is not on Florida's Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is it engaged in a boycott of Israel; and (ii) Contractor has read and reviewed the provisions, requirements, and prohibitions of Florida's prohibition against contracting with scrutinized companies, as found in Section 287.135, Florida Statutes, and hereby affirms its compliance therewith.

2. If the value of this Agreement meets or exceeds $1,000,000, then Contractor hereby additionally represents, warrants, and certifies that: (i) Contractor is not on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Terrorism Sectors List", created pursuant to Section 215.473, Florida Statutes; and (ii) is not engaged in business operations in Cuba or Syria.

3. In accordance with Section 218.135, Florida Statutes, if any of the above certifications are found to have been false, if Contractor is later placed on any of the lists referenced in this Article, or if Contractor becomes engaged in business operations in Cuba or Syria, Toho shall have the option to terminate this Agreement and shall have the right to, notwithstanding anything to the contrary in this Agreement, pursue all remedies available to it in equity and at law.

C. **Discriminatory Vendors.** Contractor hereby represents, warrants, and certifies that entering into this Agreement will not violate Section 287.134, Florida Statutes, which provides that 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.

D. **Anti-Trust Violators.** Contractor hereby represents, warrants, and certifies that entering into this Agreement will not violate Section 287.137, Florida Statutes, which provides that a person or an affiliate who has been placed on the antitrust violator vendor list 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.

E. **Countries of Foreign Concern.** Contractor hereby represents, warrants, and certifies that entering into this Agreement will not violate Section 287.138, Florida Statutes, which provides that Toho may not enter into a contract with an entity that gives access to an individual's personal identifying information if the entity is owned, controlled, or organized under the laws of a Foreign Country of Concern which includes: 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, the Syrian Arab Republic, or any other entity or agency under the significant control of such Foreign Country of Concern.

F. **Common Carrier.** If Contractor meets the definition of "Common Carrier" under Section 908.111, Florida Statutes, then Contractor shall execute an attestation in conformity with Section 92.525, Florida Statutes, that the common carrier or contracted carrier is not willfully providing and will not willfully provide any service during the contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien,

except to facilitate the detention, removal, or departure of the person from this state or the United States. Such attestation must be provided to Toho prior to commencement of this Agreement. In accordance with Section 908.111, Florida Statutes, Toho may terminate this Agreement for cause if Contractor is found to be in violation of this provision or its attestation.

G. **Anti-Human Trafficking.** Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the affidavit attached hereto within **Attachment E**, Contractor's Response, to Toho.

SECTION 28. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

A. As a condition precedent to entering into this Agreement, and in compliance with section 448.095, Florida Statutes, the Contractor, 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.

B. The Contractor shall require each of its subcontractors to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

C. The Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting knowingly violated Section 448.09(1), Florida Statutes, or the provisions of this Section, shall terminate the contract with the person or entity.

D. Toho, upon good faith belief that a subcontractor knowingly violated the provisions of this Section, but the Contractor otherwise complied, shall promptly notify the Contractor and the 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 as such. Any contractor terminated under the provisions of this Section may be challenged pursuant to section 448.095(2), Florida Statutes. The Contractor acknowledges that upon the termination of this Agreement by Toho for a violation of this Section by the Contractor, the Contractor may not be awarded a public contract for at least one year. The Contractor further acknowledges that the Contractor is liable for any additional costs incurred by Toho as a result of any contract for a violation of this section.

F. The 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. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this Section.

G. Information on registration for and use of the E-Verify program can be obtained via the internet at the Department of Homeland Security website: http://www.dhs.gov/E-verify

SECTION 29. JOINT AUTHORSHIP. This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

SECTION 30. EQUAL OPPORTUNITY EMPLOYER. The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all subcontractors it utilizes in providing the Services required under this Agreement will comply with all equal opportunity employment laws.

SECTION 31. AUDITING, RECORDS, AND INSPECTION. The Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of Toho, and shall be retained by the Contractor for a period of 5 years after termination or completion of the Agreement, or until five years after the full Toho audit is complete, whichever comes later. Toho shall retain the right to audit the books during the applicable retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. Toho also has the right to conduct an audit within 60 days from the effective date of this Agreement to determine whether the Contractor has the ability to fulfill its contractual obligations to the satisfaction of Toho. Toho has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 32. PROJECT MANAGERS. Toho and the Contractor have identified the individuals listed below as Project Managers who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by Toho. If Toho or Contractor replace their current Project Manager with another individual, an amendment to this Agreement shall not be required. Toho will notify the Contractor, in writing, if the current Toho Project Manager is replaced by another individual.

A. Toho Project Manager's contact information is as follows:

Project Manager Name and Title
Toho Water Authority
PM Cell Phone
Email:XXXXX@tohowater.com

B. The Contractor Project Manager's contact information is as follows:

Project Manager Name and Title
Vendor Company Name
Vendor Address
City, State, Zip
Phone Number:
Email:

SECTION 33. SIGNATORY. Each signatory below represents and warrants that he or she has the full power and is duly authorized by their respective Party, to enter into and perform under this Agreement. Such signatory further represents that he or she has fully reviewed and understands

the terms and conditions set forth in this Agreement, including attachments, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

SECTION 34. ELECTRONIC TRANSACTIONS, AND ELECTRONIC SIGNATURES. In accordance with Parts I and II of Chapter 668, Florida Statutes, the Parties agree that this Agreement may be created, generated, sent, communicated, received, or stored by electronic means and that electronic signatures may be used in the execution of this Agreement with the same force and effect as written signatures. Each Party shall provide any information reasonably necessary to confirm the identity and authority of the person signing this Agreement on behalf of the Party. The Parties agree that once fully executed, this Agreement will be stored by Toho as an electronic record and delivered by email transmission to the Parties at the email addresses set forth herein.

SECTION 35. PURCHASES OF GOODS. To the extent that this agreement involves the purchase of goods by Toho from the Contractor, the following terms apply:

F. **Quality.** All materials or services furnished must be as specified and subject to Toho inspection after delivery at destination. Variations in materials or services from those specified in this Agreement must not be made without prior written authority from Toho's Procurement Director. Material rejected will be returned and shall be done so at the Contractor's sole risk and expense.

G. **Quantity/Price.** The quantity of materials ordered and/or the prices specified must not be exceeded without written authority from Toho's Procurement Director.

H. **Patent/Copyright Hold Harmless.** The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product, or device which is the subject of patent rights or copyrights. The Contractor shall at its own expense, hold harmless and defend Toho against any claim, suit or proceeding brought against Toho which is based upon claim, whether rightful or otherwise, that the goods or services or any part thereof, furnished under this Agreement constitute an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against Toho to include legal fees.

I. **Packing.** If awarded an Agreement, invoices and package lists must clearly be marked with shipper's name, address, Agreement Number, and Purchase Order Number (if applicable). Charges are not allowed for boxing, crating, or special deliveries unless previously agreed upon in writing.

J. **Delivery.** All goods and other materials must be shipped F.O.B. Destination with transportation charges prepaid. If Toho agrees in writing, freight charges may be prepaid by the Contractor and listed on the invoice; however, the Contractor retains title and assumes all responsibility, liability, and risk in transit and shall be responsible for the filing of claims for loss or damages. Toho reserves the right to cancel this order and purchase elsewhere if the Contractor fails to meet the delivery date specified in the Agreement (or Purchase Order, if applicable). Deliveries shall be made between 7:00a.m. and 3:30p.m. Monday through Friday, excluding holidays, unless otherwise stipulated.

K. **Safety Data Sheet.** As necessary, the Contractor agrees to furnish Toho with a current Material

Safety Data Sheet (**"SDS"**) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDSs shall be provided for all shipments.

L. **OSHA Requirement.** The Contractor hereby guarantees Toho that all materials, supplies, and equipment as listed in the Agreement (or on the resulting Purchase Order, if applicable) shall meet the requirements, specifications, and standards as provided under the U.S. Department of Labor Occupational Safety and Health Act of 1970 as from time to time amended and in force at date thereof.

M. **Inspection/Acceptance.** All goods and/or services provided through this Agreement are subject to inspection and acceptance upon receipt or completion by an authorized representative of Toho. Payment shall not be authorized until the goods and/or services have been received, accepted, and properly invoiced.

N. **Warranty.** The Contractor agrees to provide a full warranty to Toho for all good and materials which it provides hereunder for a minimum of one full year following the date of delivery or completion of services. In the event that the Contractor is called to perform warranty work, the Contractor will be responsible for all costs incurred in repairing the areas under warranty. The manufacturer's warranty on materials received and installed shall extend for the full warranty period.

O. **Default.** In the case of default by the Contractor or failure to deliver the supplies or services ordered by the time specified, Toho after due notice (oral or in writing), may procure them from other sources and hold vendor responsible for any excess cost occasioned thereby.

P. **Variation in Quantity.** Toho assumes no liability for material produced, processed, or shipped in excess of the amount specified herein.

SECTION 36. ENTIRE AGREEMENT. This Agreement, and any documents incorporated, referenced, or attached hereto, sets forth and constitutes the entire agreement and understanding of the Parties with respect its subject matter. In regard to such subject matter, this Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of either of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

INSERT VENDOR NAME	**TOHOPEKALIGA WATER AUTHORITY**
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Attest: _____	Attest: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Address: _____	Address: 951 Martin Luther King Blvd.
_____	Kissimmee, Florida 34741
Date: _____	Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2026, by _____ as _____ of INSERT VENDOR NAME., INSERT SUNBIZ ENTITY TYPE, on behalf of the company, who [ ] is personally known to me OR [ ] has produced _____, as identification.

_____
Notary Signature

Printed Name: _____

My Commission No.: _____

My Commission Expires: _____

(Stamp)

EXHIBIT "B"

(Response from In Depth Inc.)

ADDENDA ACKNOWLEDGMENT FORM

The Bidder acknowledges that he has received Addenda Number(s):

Number	Addendum Title	Bidder Initials
1	Addendum #1 IFB-26-015	
2	Addendum #1 IFB-26-015	

Bidder shall insert number and name of each addendum received and agrees that all addenda issued are hereby made a part of the proposed Contract Forms, and the Bidder further agrees that its Bid is submitted after consideration of said addenda.

ADDENDUM #1

To: All Bidders
From: Mursal Mzee, Procurement Services Department
Subject: IFB-26-015 GST Inspection Cleaning and Maintenance.
Date: March 16, 2026

This addendum is issued to provide additional information, clarification, corrections, additions, deletions and/or to answer questions concerning the above- referenced solicitation. All information provided in this addendum is incorporated into the solicitation document as if set forth therein. All other parts of the IFB have been maintained as originally distributed. This addendum supersedes any verbal or other instructions given to any bidder qualified to respond pursuant to the requirements set forth in this solicitation document.

I. FILES:

1. **Submit Bid To: https://tohowater.bonfirehub.com/**

PUBLIC BID OPENING: At the time fixed for the opening of responses to a Bid, all Bids will be electronically unsealed, and the names of the . Bidders and the amount shall be read aloud and made readily available to the public

Join by using the following meeting link:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_OGY3YWMzMjEtOGRjNi00M2JjLTkyNzAtMzc4NThkYWJlYTNk%40thread.v2/0?context=%7b%22Tid%22%3a%2258393785-b5ab-45f6- 9f23-0c44b1c20aa2%22%2c%22Oid%22%3a%222171abd6-d665-439e-a7aa-04d0117fed76%22%7d

Meeting ID: 219 200 025 995 **Passcode:** cPzUbM

Dial in by phone.
+1 872-256-3959 United States, Chicago
Phone conference ID: 509 407 264#

II. QUESTION AND ANSWER:

Q1. Regarding the invitation for bids, the phrase "maintenance on as needed basis" requires further clarification. As currently written, the language is vague and does not reference FDEP guidelines, which may lead to inconsistent interpretations by bidders. Please provide specific parameters or guidelines defining what qualifies as "as needed." Establishing these criteria will ensure that all bid submissions are evaluated based on uniform standards rather than individual definitions?

A1. MAINTENANCE SERVICES – INSPECTION-BASED SCOPE
Maintenance and repair services shall be performed on an inspection-based, as-authorized basis in accordance with Florida Administrative Code 62-555.

Maintenance Triggering Events:

1. **Deficiencies Identified in FAC 62-555 Inspections**
   Any conditions identified during routine GST inspections that do not meet the standards established in FAC 62-555.301 and 62-555.350, including:

   - **Coating systems not providing adequate protection**
   - **Structural conditions compromising tank integrity**
   - **Sanitary defects allowing potential contamination**
   - **Equipment malfunctions affecting water quality protection**

2. FDEP-Required Corrective Actions Maintenance necessary to address conditions cited in FDEP inspection reports or enforcement actions

2. **TOHO-Identified Operational Needs**
   Additional maintenance authorized by TOHO to maintain water quality, system reliability, or regulatory compliance

All maintenance services require prior written authorization from TOHO via purchase order. TOHO shall determine maintenance priorities and timing based on inspection findings, operational impact, and regulatory requirements.

Q2. Will the bidders be given the opportunity to visit the tanks listed on page 24 to determine their current condition prior to the bid date so that only responsible bids are submitted?

A2. The Site Visits will not provide information required for conditions inside the GST. Toho provided pertinent information on the status of each tank that can guide the bidders to bid informatively.

Q3. The bid title specifically states Ground Storage Tanks (GST) and this is referenced throughout the bid documents yet the list of tanks on page 24 includes hydro tanks as well as Elevated Towers. Please confirm that this bid is for all the tanks listed and not for GST's only as stated in the title.

A3. This Contract covers inspection, cleaning, and inspection-based maintenance services for TOHO's potable water storage facilities in compliance with Florida Administrative Code 62-555.
The Contract includes the following tank types:

1. Ground Storage Tanks (GST) - At-grade or below-grade welded steel or concrete storage tanks
2. Elevated Water Storage Tanks (Elevated Towers) - Steel elevated water storage structures on supporting tower structures

3. Hydropneumatic Tanks (Pressure Vessels) - Pressurized steel vessels for water storage and pressure regulation
Manufacturer specifications and industry best practices Contractor shall have demonstrated experience and appropriate licensing, certifications, equipment, and insurance for ALL tank types included in this Contract.

Q4. Do any of the tanks contain baffle walls? If so, please specify which tanks and provide any available layout details?

A4.

Well Name/ID	Location	# of Count	Capacity	Type & Material	Baffle Wall/Material
BELLALAGO WTP	3600 Pleasant Hill Rd. Kissimmee, FL, 34746	1	1.5 MGD	Concrete GST	YES/Synthetic Rubber
BUENAVENTURA LAKES (BVL)	400 Buenaventura Blvd., Kissimmee, FL 34743	1	1.0 MGD	Concrete GST	NO/Has Gridbee Solar-floor
CAMELOT WEST	2965 Parkway Blvd., Kissimmee, FL, 34747	1	0.50 MGD	Concrete GST	NO
HARMONY	7200 E. Irlo Bronson Hwy., St. Cloud, 34771	1	0.50 MGD	Concrete GST	YES/Cinder Block/Individual Wall
HIDDEN GLENN	6600 Ivy Mist Lane, Davenport, FL, 33896	1	0.001 MGD	Hydrotank	NA
	6600 Ivy Mist Lane, Davenport, FL, 33896	1	0.002 MGD	Hydrotank	NA
HURON	2000 Hemlock Av., Kissimmee, FL, 34759	1	3.50 MGD	Concrete GST	YES/Synthetic Rubber
NORTH BERMUDA	2706 N John Young Pkw., Kissimmee, FL, 34741	1	0.50 MGD	Concrete GST	YES/Concrete Block/Individual Wall
	2707 N John Young Pkw., Kissimmee, FL, 34741	1	0.75 MGD	Concrete GST	YES/Concrete Block/Individual Wall
	2708 N John Young Pkw., Kissimmee, FL, 34741	1	2.00 MGD	Concrete GST	YES/Synthetic Rubber
NORTH WEST	3231 Reedy Creek Blvd., Kissimmee, FL 34747	1	1.00 MGD	Concrete GST	YES/Synthetic Rubber
PARKWAY	2100 Lepic Ln., Kissimmee, FL 34744	1	1.25 MGD	Concrete GST	YES/Concrete Block/Individual Wall
PEABODY	1010 Peabody Rd., Kissimmee, FL, 34758	2	0.60 MGD	Concrete GST	YES/Concrete Block/Individual Wall
SAINT CLOUD WTP1	70 10th Street Saint Cloud FL 34769	1	0.91 MGD	Concrete GST	YES/3 Baffle Curtains
SAINT CLOUD WTP2	1630 10th Street Saint Cloud FL 34769	1	0.50 MGD	Concrete GST	YES/Cinder Block
Booster Station		1	0.75 MGD	Concrete GST	NO
SAINT CLOUD WTP4	3201 Kissimmee Park Road, FL 34772	2	1.00 MGD	Concrete GST	YES/5 Fiberglass
SOUTH WEST	7325 Osceola Polk Line Rd., Davenport, FL, 33896	1	2.00 MGD	Concrete GST	YES/Synthetic Rubber
SUNBRIDGE	2200 Sungrove Lane St. Cloud Fl, 34771	1	1.00 MGD	Concrete GST	YES/2 Baffle Walls sharing consistent rating
ELEVATED TOWER	5050 Industrial Lane, Poinciana, FL 34758	1	0.250 MGD	Elevated	NA
ELEVATED TOWER - KENTUCKY STC	1313 Kentucky Ave St. Cloud, FL 34769	1	0.300 MGD	Elevated	NA
ELEVATED TOWER - SOUTHSIDE STC	Canoe Creek Rd. & Pinetree Dr.	1	0.750 MGD	Pedisphere	NA

Q5. Please provide the dimensions of each tank (Length × Width × Height)?

A5.

Well Name/ID	# of Count	Capacity	Type & Material	Dimensions of Tanks	Last Clean Date	Renew Clean / Inspection By	Baffle Wall/Material
BELLALAGO WTP	1	1.5 MGD	Concrete GST	26'HX100'D	7/15/2021	7/14/2026	Yes/Synthetic Rubber
BUENAVENTURA LAKES (BVL)	1	1.0 MGD	Concrete GST	32'HX85'D	7/19/2021	7/18/2026	No- has Gridbee solar mixer (floor mounted)
CAMELOT WEST	1	0.50 MGD	Concrete GST	42'HX46.5'D	7/9/2021	7/8/2026	No baffle and no mixer
HARMONY	1	0.50 MGD	Concrete GST	20'H x 67'D	4/15/2025	4/14/2030	Yes/Cinder Block
HIDDEN GLENN	1	0.001 MGD	Hydrotank		7/22/2021	7/21/2026	NA
HURON	1	3.50 MGD	Concrete GST	40'HX120'D	7/20/2021	7/19/2026	Yes/Synthetic Rubber
NORTH BERMUDA	1	0.50 MGD	Concrete GST	16'HX70'D	7/6/2021	7/5/2026	Yes/Concrete Block - Individual Wall
#2	1	0.75 MGD	Concrete GST	16'HX84'D	7/6/2021	7/5/2026	Yes/Concrete Block - Individual Wall
#3	1	2.00 MGD	Concrete GST	16'HX110'D	7/7/2021	7/6/2026	Yes/Synthetic Rubber
NORTH WEST	1	1.00 MGD	Concrete GST	16.5'H x 100'D	7/12/2021	7/11/2026	Yes/Synthetic Rubber
PARKWAY	1	1.25 MGD	Concrete GST	30'HX80'D	7/8/2021	7/7/2026	Yes/Concrete Block - Individual Wall
PEABODY #1	2	0.60 MGD	Concrete GST	21'HX70'D	7/14/2021	7/13/2026	Yes/Concrete Block - Individual
#2				21'HX70'D	7/14/2021	7/13/2026	NA
SAINT CLOUD WTP1	1	0.91 MGD	Concrete GST	33.5'H x 74'D	3/3/2025	3/2/2030	Yes, 3 baffle curtains
SAINT CLOUD WTP2	1	0.50 MGD	Concrete GST	20'H x 70'D	3/4/2025	3/3/2030	Yes/Cinder block
Booster Station	1	0.75 MGD	Concrete GST	17.5H' x 85'D	2/27/2025	2/26/2030	NA
SAINT CLOUD WTP4	2	1.00 MGD	Concrete GST	12'H x 120'D	2/19/2025	2/18/2030	Yes/5 fiberglass
SOUTH WEST	1	2.00 MGD	Concrete GST	32.5'H x 100'D	7/13/2021	7/12/2026	Yes/Synthetic Rubber
SUNBRIDGE	1	1.00 MGD	Concrete GST	23'H x 90'D	2/14/2022	2/13/2027	2 baffle walls sharing consistent ratings
ELEVATED TOWER - POINCIANA	1	0.250 MGD	Elevated		-	-	NA
ELEVATED TOWER - KENTUCKY STC	1	0.300 MGD	Elevated		6/22/2021	6/21/2026	NA
ELEVATED TOWER - SOUTHSIDE STC	1	0.750 MGD	Pedisphere		1/19/2023	1/18/2028	NA

Q6. What is the anticipated volume or depth of sediment in each tank?

A6. **Volume of sediment varies, ranging from 0.1 inch to 2.5 inches**

Q7. What type of sediment is expected (e.g., sand, silt, biological material, mineral scale, etc.)?

A7. **Sand, mineral scale, biological, silt**

Q8. For bidding purposes, what maximum sediment depth should be included in the base scope (e.g., up to 2 inches)?

A8. **Up to 2.5 inches**

Q9. Will you request an hourly rate for any of the sediment removal over the base scope (e.g., up to 2 inches)?

A9. **Yes**

Q10. Is the water in all tank's potable? If not, please identify which tanks contain non-potable water

A10. **These tanks are all potable water.**

Q11. Will the contractor be responsible for off-site sediment disposal? If so, please confirm the designated disposal location and approximate hauling distance?

A11. **No, disposal onsite.**

Q12. Will the City enforce ADCI standards for commercial diving operations of a minimum 4-man dive team?

A12. **All commercial diving operations shall comply with OSHA 29 CFR 1910 Subpart T – Commercial Diving Operations.**

MINIMUM DIVE TEAM COMPOSITION:
Per OSHA 1910.422, the minimum dive team shall consist of:
1. One (1) Diver in water
2. One (1) Standby Diver ready for immediate deployment
3. One (1) Designated Person in Charge (DPIC) / Dive Supervisor

OPTIONAL 4TH TEAM MEMBER:
A dedicated Tender/Line Handler (4th person) is optional but recommended, and shall be provided when:
- Multiple divers are in the water simultaneously
- Water depth exceeds 30 feet
- Visibility is reduced
- Tank configuration creates unusual dive hazards - DPIC determines additional personnel necessary for safe operations
For routine potable water tank inspections under controlled conditions (clean water, shallow depth <40 feet, enclosed space, good visibility), 3-person team meeting OSHA requirements is acceptable.

Q13 Could you please provide the current calendar schedule outlining the due dates for all water tank cleanings and inspections?

A13. **Refer to Answer 5.**

Q14. Is QP-1 required to bid on this project? Industry standards do not require this certification unless the contractor is completing DOT "Bridge" work. This requirement will limit the responses from qualified tank maintenance firms. A Florida GC license with verifiable minimum 10-year maintenance on water storage tanks is typical?

A14. **TOHO recognizes that coating work under this Contract may range from minor touch-up repairs to complete recoating projects.**

Qualification requirements are tiered based on coating work scope:

--- TIER 1 - Minor Touch-Up and Spot Repairs (<50 sq ft per tank):
Required Qualifications:
- Minimum 5 years documented experience with coating repairs on potable water storage tanks
- Use of NSF/ANSI 61 certified coating materials (mandatory)
- Demonstrated knowledge of proper surface preparation techniques
- Verifiable references from water utility clients

Recommended (Not Required):

- NACE/AMPP CIP Level 1 certified inspector

--- TIER 2 - Moderate Coating Repairs (50-500 sq ft per tank):
Required Qualifications:
- Minimum 7 years documented experience performing coating repairs on potable water storage tanks
- Minimum 5 completed coating repair projects on potable water tanks with verifiable references
- NACE/AMPP CIP Level 1 certified inspector on-site (mandatory)
- Use of NSF/ANSI 61 certified coating materials (mandatory)
- Written quality assurance procedures for surface preparation and coating application
- Knowledge of AWWA D100/D102/D103 and SSPC standards

Preferred (Not Required):
- SSPC QP-1 certification
- Manufacturer-certified applicator for coating system used

--- TIER 3 - Major Coating Repairs or Complete Recoating (>500 sq ft per tank or full interior/exterior recoating):
Required Qualifications:
- Minimum 10 years documented experience performing coating work on potable water storage tanks
- Minimum 10 completed water tank coating projects within the last 7 years with verifiable references (at least 5 shall be potable water tanks)
- NACE/AMPP CIP Level 1 or Level 2 certified inspector on-site (mandatory)
- Use of NSF/ANSI 61 certified coating materials (mandatory)
- Documented Quality Assurance Program including:
  * Written surface preparation procedures
  * Written coating application procedures
  * Environmental monitoring protocols (temp, humidity, dew point)
  * Inspection and testing procedures
  * Defect correction procedures
- Knowledge of and compliance with AWWA D100/D102/D103 and SSPC standards - Coating system manufacturer warranty

Preferred (Not Required):
- SSPC QP-1 certification
- NACE/AMPP CIP Level 2 or Level 3 certification

--- APPLICABILITY: - TOHO will specify the applicable tier when authorizing coating work via task order (based on inspection report).
- Contractors must demonstrate they meet the qualification requirements for the highest tier of work they intend to perform under this Contract
- If Contractor only seeks to perform Tier 1 work, they need only demonstrate Tier 1 qualifications
- Contractors qualified for higher tiers are automatically qualified for lower tiers

SUBCONTRACTOR QUALIFICATIONS: If the Prime Contractor subcontracts coating work, the Subcontractor performing the coating application must meet the tier-appropriate qualifications. The Prime Contractor remains responsible for ensuring subcontractor compliance and overall coating work quality.

Q15. What is the amount of the bid bond?

A15. Not Applicable.

Q16 When is the desired mobilization date?

A16. This is a Post Award function.

Q17. Reference Technical Specification 4.2 D. Is QP-1 required for this contract and if so, is ISO 9001 acceptable in lieu of? Also, does the QP-1 certification apply to the contractor and/or subcontractors?

A17. Refer to Answer 14.

Q18. Reference Technical Specification 4.7. What is address of the Booster Station?

A18. 4810 Rummell Rd. St. Cloud, FL 34771

III. DUE DATE:

The due date remains unchanged. Tohopekaliga Water Authority will receive sealed Bids from Prospective Bidders until **2:00 PM** on **Thursday, March 26, 2026.**

Acknowledgment is hereby made of Addendum #1.

Signature of Bidder

3/20/26
Date

cc: Project File

ADDENDUM #2

To: All Bidders
From: Mursal Mzee, Procurement Services Department
Subject: IFB-26-015 GST Inspection Cleaning and Maintenance.
Date: March 23, 2026

This addendum is issued to provide additional information, clarification, corrections, additions, deletions and/or to answer questions concerning the above- referenced solicitation. All information provided in this addendum is incorporated into the solicitation document as if set forth therein. All other parts of the IFB have been maintained as originally distributed. This addendum supersedes any verbal or other instructions given to any bidder qualified to respond pursuant to the requirements set forth in this solicitation document.

I. FILES:

1. **Submit Bid To: https://tohowater.bonfirehub.com/**

PUBLIC BID OPENING: At the time fixed for the opening of responses to a Bid, all Bids will be electronically unsealed, and the names of the Bidders and the amount shall be read aloud and made readily available to the public

Join by using the following meeting link:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_OGY3YWMzMjEtOGRjNi00M2JjLTkyNzAtMzc4NThkYWJlYTNk%40thread.v2/0?context=%7b%22Tid%22%3a%2258393785-b5ab-45f6-9f23-0c44b1c20aa2%22%2c%22Oid%22%3a%222171abd6-d665-439e-a7aa-04d0117fed76%22%7d

Meeting ID: 219 200 025 995 **Passcode:** cPzUbM

Dial in by phone.
+1 872-256-3959 United States, Chicago
Phone conference ID: 509 407 264#

II. CLARIFICATION ON DIVE TEAM COMPOSITION:

Question: THIS clarification is issued to update and correct Question 12 on addendum #1 concerning if Toho will enforce ADCI standards on commercial diving operations.

Answer: YES – Toho will follow the ADCI recommendations below.

MINIMUM DIVE TEAM COMPOSITION:

All commercial diving operations shall comply with OSHA 29 CFR 1910 Subpart T. Due to the varying GST and Elevated Storage Tanks vertical depths, the presence of internal ladders/obstructions, and the classification of the tank as a Permit-Required Confined Space, the Contractor shall provide a minimum four (4)-man dive team:

1. One (1) Diver in Water: To perform inspection/cleaning.
2. One (1) Standby Diver: Fully dressed and ready for immediate deployment (per OSHA 1910.422).
3. One (1) Designated Person in Charge (DPIC) / Dive Supervisor: Solely responsible for supervising the operation, air supply monitoring, and communications.
4. One (1) Dedicated Tender/Line Handler: To manage the diver's umbilical and assist in physical extraction.

SAFETY JUSTIFICATION FOR 4TH TEAM MEMBER (TENDER):

The requirement for a dedicated 4th team member is a mandatory safety specification based on the following site-specific hazards:

- **Entanglement Mitigation (Internal Ladders)**: With varying GST and Elevated Tank heights, internal ladders and roof support create high-risk "snag points." A dedicated Tender is required to maintain constant "feel" and tension on the diver's umbilical to prevent entanglement or air-line damage.

- **Vertical Extraction**: In an emergency, the physical force required to lift a diver vertically to a roof-access manway requires at least two (2) personnel topside (Tender and Standby) to perform the lift, while the Supervisor (DPIC) remains at the air console and communications station.

- **Supervisor Focused Command**: To ensure the highest level of risk mitigation, the DPIC shall not be tasked with physical line-tending while a diver is inside a confined space. This follows ADCI International Consensus Standards to ensure the Supervisor's attention is never diverted from life-support monitoring.

III. DUE DATE:

The due date remains unchanged. Tohopekaliga Water Authority will receive sealed Bids from Prospective Bidders until **2:00 PM** on **Thursday, March 26, 2026.**

Acknowledgment is hereby made of Addendum #2.

- In Depth Inc.

Signature of Bidder

3/24/2026

Date

cc: Project File

BID PRICE FORM (IFB-26-015):

GROUP I – Cleaning and Inspection Services. (Recommend letter or number each of these columns)

Well Name/ID	# of Count	Capacity	Type & Material	Clean and Inspect - Wet $	Clean Only – Wet $	Inspect Only – Wet $	Clean and Inspect - Dry $	Clean Only – Dry $	Inspect Only – Dry $
BELLALAGO WTP	1	1.5 MGD	Concrete GST	$ 4,750.00	$ 4,350.00	$ 3,150.00	$ 21,550.00	$ 19,550.00	$ 2,250.00
BUENAVENTURA LAKES (BVL)	1	1.0 MGD	Concrete GST	$ 4,750.00	$ 4,350.00	$ 3,150.00	$ 18,450.00	$ 16,450.00	$ 2,250.00
CAMELOT WEST	1	0.50 MGD	Concrete GST	$ 4,350.00	$ 3,750.00	$ 3,150.00	$ 14,450.00	$ 12,450.00	$ 2,250.00
HARMONY	1	0.50 MGD	Concrete GST	$ 4,350.00	$ 3,750.00	$ 3,150.00	$ 14,450.00	$ 12,450.00	$ 2,250.00
HIDDEN GLENN	1	0.001 MGD	Hydrotank	N/A	N/A	N/A	$ 3,150.00	$ 2,550.00	$ 1,850.00
HIDDEN GLENN	1	0.002 MGD	Hydrotank	N/A	N/A	N/A	$ 3,150.00	$ 2,550.00	$ 1,850.00
HURON	1	3.50 MGD	Concrete GST	$ 11,750.00	$ 10,950.00	$ 3,150.00	$ 39,450.00	$ 36,450.00	$ 2,250.00
NORTH BERMUDA	1	0.50 MGD	Concrete GST	$ 4,350.00	$ 3,750.00	$ 3,150.00	$ 14,450.00	$ 12,450.00	$ 2,250.00
NORTH BERMUDA	1	0.75 MGD	Concrete GST	$ 4,350.00	$ 3,750.00	$ 3,150.00	$ 16,750.00	$ 14,750.00	$ 2,250.00
NORTH BERMUDA	1	2.00 MGD	Concrete GST	$ 8,350.00	$ 7,750.00	$ 3,150.00	$ 28,450.00	$ 26,450.00	$ 2,250.00
NORTHWEST	1	1.00 MGD	Concrete GST	$ 4,750.00	$ 4,350.00	$ 3,150.00	$ 18,450.00	$ 16,450.00	$ 2,250.00
PARKWAY	1	1.25 MGD	Concrete GST	$ 4,750.00	$ 4,350.00	$ 3,150.00	$ 19,950.00	$ 17,950.00	$ 2,250.00
PEABODY	2	0.60 MGD	Concrete GST	$ 8,650.00	$ 7,450.00	$ 6,300.00	$ 30,900.00	$ 26,900.00	$ 4,500.00
SAINT CLOUD WTP1	1	0.91 MGD	Concrete GST	$ 8,750.00	$ 8,350.00	$ 3,150.00	$ 18,450.00	$ 16,450.00	$ 2,250.00
SAINT CLOUD WTP2	1	0.50 MGD	Concrete GST	$ 4,350.00	$ 3,750.00	$ 3,150.00	$ 14,450.00	$ 12,450.00	$ 2,250.00
Booster Station	1	0.75 MGD	Concrete GST	$ 4,350.00	$ 3,750.00	$ 3,150.00	$ 16,750.00	$ 14,750.00	$ 2,250.00
SAINT CLOUD WTP4	2	1.00 MGD	Concrete GST	$ 19,900.00	$ 18,900.00	$ 6,300.00	$ 36,750.00	$ 32,750.00	$ 4,500.00
SOUTH WEST	1	2.00 MGD	Concrete GST	$ 4,950.00	$ 4,450.00	$ 3,150.00	$ 28,450.00	$ 26,450.00	$ 2,250.00
SUNBRIDGE	1	1.00 MGD	Concrete GST	$ 8,750.00	$ 8,350.00	$ 3,150.00	$ 18,450.00	$ 16,450.00	$ 2,250.00
ELEVATED TOWER	1	0.250 MGD	Elevated	$ 4,950.00	$ 4,550.00	$ 3,450.00	$ 15,750.00	$ 12,750.00	$ 2,750.00
ELEVATED TOWER - KENTUCKY STC	1	0.300 MGD	Elevated	$ 4,950.00	$ 4,550.00	$ 3,450.00	$ 17,450.00	$ 14,450.00	$ 2,750.00
ELEVATED TOWER - SOUTHSIDE STC	1	0.750 MGD	Pedisphere	$ 4,950.00	$ 4,550.00	$ 3,450.00	$ 19,450.00	$ 16,450.00	$ 2,750.00
TOTAL BID PRICE COLUMN				$ 131,050.00	$ 119,750.00	$ 70,200.00	$ 429,550.00	$ 380,350.00	$ 54,700.00
TOTAL BID PRICE FOR ALL CLEANING SERVICES & INSPECTION SERVICES (ADD ALL COLUMNS HERE)								$	1,185,600.00

PROPOSED TOTAL CONTRACT BID PRICE GROUP 1 = $ 1,185,600.00

GROUP 2 Maintenance and Repair Services.

Work Hours:
Category #A - Standard Hours - 6:00 AM to 5:00 PM Monday through Friday, excluding

TOHO Holidays
Category #B - Non-Standard Hours - 7:01 PM to 5:01 AM Seven days per week, including TOHO Holidays

Dry Only Repair Services Pricing info			
ITEM	**Description**	**Rate**	**Scope of Work by**
1	Mobilization – non-emergency	$ 6,000.00	*The repairs to be made Will depend on the Inspection report provided by the Contractor and may differ from tank to tank.*
2	Hourly Rate Category (See Category A)	$ 195.00 /Hr. **Per Individual Man*	
3	Non-Standard Hourly rate (See category B)	$ 275.00 /Hr. **Per Individual Man*	
4	Materials % Mark Up Cost.	10 %	

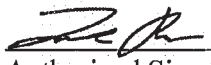
Hourly rate is a minimum of 4 hours per day for any services rendered.
NOTE: * Prior Written Approval by Toho Water Authority (TOHO) for Overtime rates to apply after exceeding 40 hours per week

The costs of any and all products and materials needed to perform the work shall be billed in addition to the hourly rate(s) at cost + percentage

The costs of renting special tools and equipment such as cranes, lifts, scaffolding or other special equipment required to perform the work will be included in the TOHO's proposal at actual cost(s) without mark-up.

In Depth Inc
Firm Name

1473 Old Haw Creek Road, Bunnell, FL 32110
Firm Address


Authorized Signature

Zachary Rogers
Printed Name

386-202-2771
Phone Number

Zach@InDepthServicesInc.com
E-Mail Address

AUTORIZED SIGNATURE FORM

Bidder: Complete the applicable Acknowledgement for An Individual Acting in His Own Right, A Partnership, A Corporation, or a Limited Liability Corporation, (LLC) according to your firm type.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT N/A

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ _____, acting in an individual capacity. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

N/A

_____
Notary Public Signature

_____
Print Name

My Commission Expires: (AFFIX NOTARY SEAL)

FOR PARTNERSHIP N/A

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ _____, who is a partner on behalf of _____, a partnership. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

N/A

_____
Notary Public Signature

_____
Print Name

My Commission Expires: (AFFIX NOTARY SEAL)

FOR CORPORATION OR A LIMITED LIABILITY CORPORATION

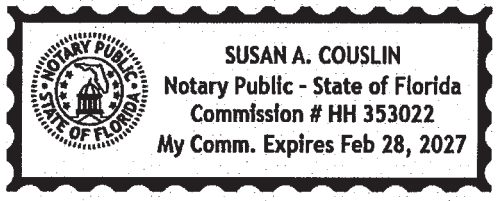
STATE OF Florida
COUNTY OF Flagler

SWORN TO and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 24th day of March, 2026, by Zachary Rogers, who is President (Title) of In Depth Inc (Corporation Name) a corporation under the laws of the State of Florida, on behalf of the said corporation.. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

Susan A. Couslin
Notary Public Signature

Susan A. Couslin
Print Name

My Commission Expires: 2/28/2027



(AFFIX NOTARY SEAL)

BIDDER'S REFERENCE LIST

To enable Toho to evaluate the Bidder's qualification, Bidders will provide references and submit them with the bid package. Provide a minimum of three (3) and maximum of five (5) references where your company has provided similar goods or services within the last five years and include the information requested below. Toho employees may not be used as references. Separate sheets or your own form may be utilized; however, all the information should be provided. Inadequate information provided to verify Bidder's experience and qualifications may result in disqualification.

Provide the following information for **each** of the references. (**Minimum 3/Maximum 5**)

Company Name:

Company Address:

Contact Person:

Contact Email Address:

Contact Phone Number:

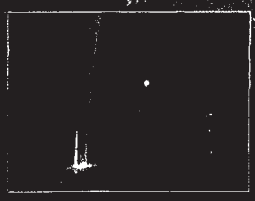
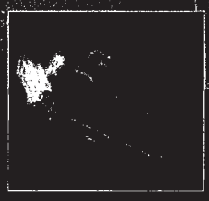
Nature of Contract:

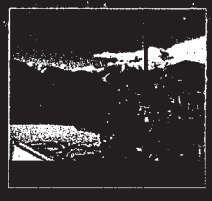
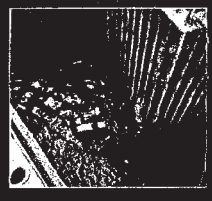
Dollar Value of Contract:

Start and End Dates of Contract:

See Pages Attached:

CORPORATE REFERENCES

InDepth Services Inc.

1473 OLD HAW CREEK ROAD, BUNNELL FL 32110 · INDEPTHSERVICESINC.COM · (386) 202-2771 · INFO@INDEPTHSERVICESINC.COM

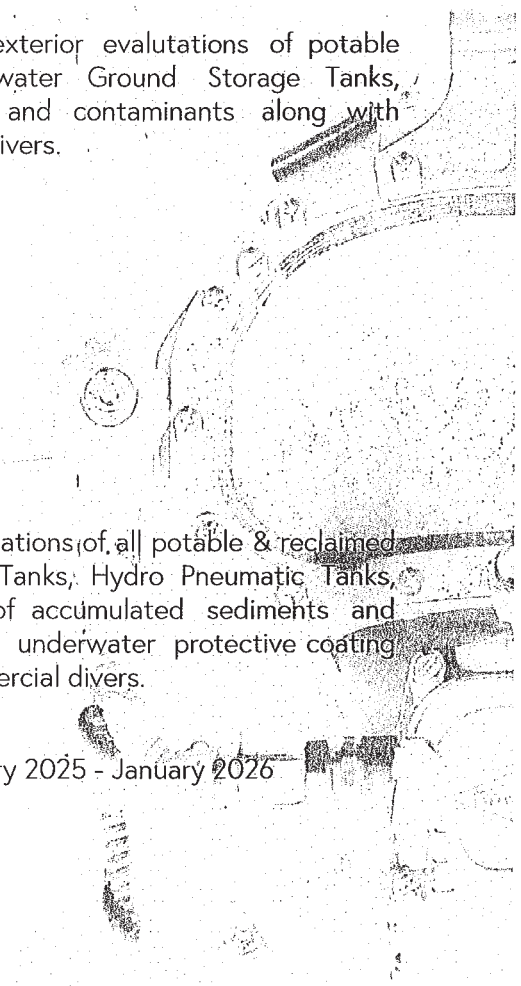
CLIENT REFERENCES

Seminole County
Southeast Regional Water Treatment Plant
3304 Dike Road, Winter Park, FL 32792 (407)
665-2795
Greg Walton
Chief Compliance Operator
gwalton@seminolecountyfl.gov

Scope of Work: Commercial diving services including interior and exterior evalutations of potable water structures. Cleaning, repairs, and refurbishment of potable water Ground Storage Tanks, Clearwells and Water Towers. Removal of accumulated sediments and contaminants along with other general dive related services performed with the use of commercial divers.

Amount: $550,000

Contract Dates: May 6, 2021 - May 6, 2026



City of Ocala
110 Southeast Watula Avenue, Ocala, FL
34471 (352) 629-8457
Luis Acosta
lacosta@ocalafl.org

Scope of Work: Commercial diving services for the interior & exterior evaluations of all potable & reclaimed water structures city wide, including Water Towers, Ground Storage Tanks, Hydro Pneumatic Tanks, & Clearwells. Services also include interior cleaning and removal of accumulated sediments and contaminants along with other general dive related services including underwater protective coating restoration and repair. These services are performed with the use of commercial divers.

Amount: $45,000

Contract Dates: December 31, 2027 - December 31, 2024; (Renewed) January 2025 - January 2026

Palm Beach County Water Utilities
P.O. Box 4036 West Palm Beach, FL 33402-4036
(561) 493-6118
Frank Capoccetta
FCapoccetta@pbcwater.com
PZBMain@pbcgov.com

Scope of Work: Commercial diving services to perform interior & exterior inspections on all finished water structures County-wide, including Water Towers, Ground Storage Tanks, & Clearwells. Contract also included interior cleaning and removal of accumulated sediments and contaminants, along with other general dive related services including underwater repairs, pipe inspections and aerator/mixers installation. These services are performed with the use of commercial divers and/or ROV's. (IFB #19-071/Mb Cleaning and Inspection Services, Clearwell and Finished Water Storage Tanks.)

Amount: $150,000

Contract Dates: November 16, 2019 - November 16, 2024 with new contract awarded through November 17, 2029

City of Cocoa
65 Stone Street, Cocoa, FL 32922
(321) 635-7772
James Mitchell
jmitchell@cocoafl.org

Scope of Work: Cleaning and inspection of Potable and Reusable water structures including Ground Storage Tanks, Water Towers, and Clearwells.

Amount: $20,000; $23,000 and $46,900 respectively

Contract Dates: September 8, 2020 through December 3, 2020; June 28, 2022 through August 1, 2022; May 25, 2023 through June 9, 2026

Tampa Bay Water
2301 Regional Water Lane, Tampa, FL 33619

(813) 743-7755
Laila Martin

Regional Operations Manager
lmartin@tampabaywater.org

Scope of Work: Commercial diving services for the interior & exterior evaluations of potable and water structures, pump stations, and Ground Storage Tanks. Services also include interior cleaning & removal of accumulated sediments and contaminants performed with the use of commercial divers.

Amount: $66,650 and $68,115

Contract Dates: June-September 2020 and February 2026

SECTION 6

SPECIAL TERMS AND CONDITIONS NOT APPLICABLE

Professional Qualifications

CORPORATE INFORMATION

ABOUT US

In Depth Inc. provides our clients with "in-depth" services to generate detailed assessments & inspection reports through an integrated platform of the industries most recognized standards. We are a certified **SBE/DBE** entity.

Our current service line consists of:

- Potable Diving
- Structural & Coating Inspections
- FDOT Bridge Inspections
- Infrastructure construction, repairs and inspections including Dams, Levees, Weirs and Seawall Inspections
- Storm Water Diving
- Aerial Inspections
- NDT Visual Inspections
- Contaminants / Sediment Removal
- Dredging, Debris Removal, Salvage Recovery
- Underwater Reconnaissance
- Dry & Wet Corrosion Control Repairs
- Submerged Valve & Gate Maintenance
- Leak Detection & Repairs
- Mil Thickness Testing (DFT)
- Ultrasonic Testing (UT) Mag Particle and Visual Inspection (NDT)
- ROV Operations & Inspections
- Emergency Dive Operations
- Engineering Services
- Vessel Inspections
- Marine Construction & Demolition, & Marine Related Maintenance.

We travel to desolate remote job sites and locations to provide our services to our clients in all areas throughout the entire southeastern region of the United States. With over seven years of experience in the coastal / inland commercial diving industry, in excess of 20 years experience with structural marine engineering, and staff experience ranging from entry-level to 34+ years in the marine construction industry,we continue to inherit and expand our knowledge across all spectrums that we are engaged with. In addition, our company consistently makes maximum efforts to evolve and expand the use of our products, services, & technology.

Legal Entity Name: In Depth Inc.
DBA: In Depth Services
Website: indepthservicesinc.com
Address: 1473 Old Haw Creek Rd. Bunnell, FL 32110
Phone: 386-202-2771

FEIN: 82-1293180 **CAGE Code:** 7WL53 **Contractors License:** SCC131152633
DUNS: 080675834

Main Industry: [959-00] Marine Construction or Related Services; Marine Structure Inspection, Maintenance, and Repairs
Primary Industry: Diving / Marine Construction & Inspections
Business Registration Type: Corporation
Business Function: Service Provider / Marine Construction
State of Incorporation: FL
Date Incorporated: May 5, 2017
Number Of Employees: 20 - 25
Annual Revenue: 3,200,000 - 4,800,000
E-Verify: 1225292 (8/28/2017)
Key Contact: President Zachary Rogers Office: 386-202-2771 or Mobile: 386-986-8177
SAMS GOV Info: Unique Entity ID: WN3YW93R2ZL1 CAGE Code: 7WL53

EMail: zach@indepthservicesinc.com & indepthservices.inc@gmail.com

Insurance Insurance Liability Coverage:
Comprehensive General Liability - $2,000,000.00 per occurrence Comprehensive Auto Liability - $1,000,000.00
Workers Compensation - $1,000,000.00
Professional Liability Insurance - $2,000,000.00
Pollution Liability Insurance - $1,000,000.00 per occurrence
Injury and Damage Insurance - $1,000,000.00 per occurrence Bodily$1,000,000.00 per occurrence Property Umbrella Policy - $2,000,000.00

Ownership Information:
Name: Zachary Rogers
Title: President
Percent ownership: 100%

Staff:
Sr. Project Managers - Zachary Rogers / Susan Couslin / Danny Broadhurst
Human Resources / Accounting - Kamalani Grabowski
Head of Reports Department - Brittany Rogers
Sales / Client Support - Susan Couslin / Danny Broadhurst
Professional Engineer - Rob Norton
Structural Engineer - Rob Norton
Safety Managers - Zachary Rogers / Danny Broadhurst
Shop Foreman - Ryan Hamill
Dive Inspectors - Zachary Rogers / Rob Norton / Adrian Estrada
Coating Inspector - Zachary Rogers
Confined Space Experts - Zachary Rogers/ Adrian Estrada
Job Site Foremen - Ryan Hamill / Zachary Rogers / Adrian Estrada
Dive Supervisors - Zachary Rogers/ Adrian Estrada / Kenneth Kelly-Lewis / Casey Jenings / Jacob McElwee / Logan Morley / Matthew Pommerhn / Andrew Smith

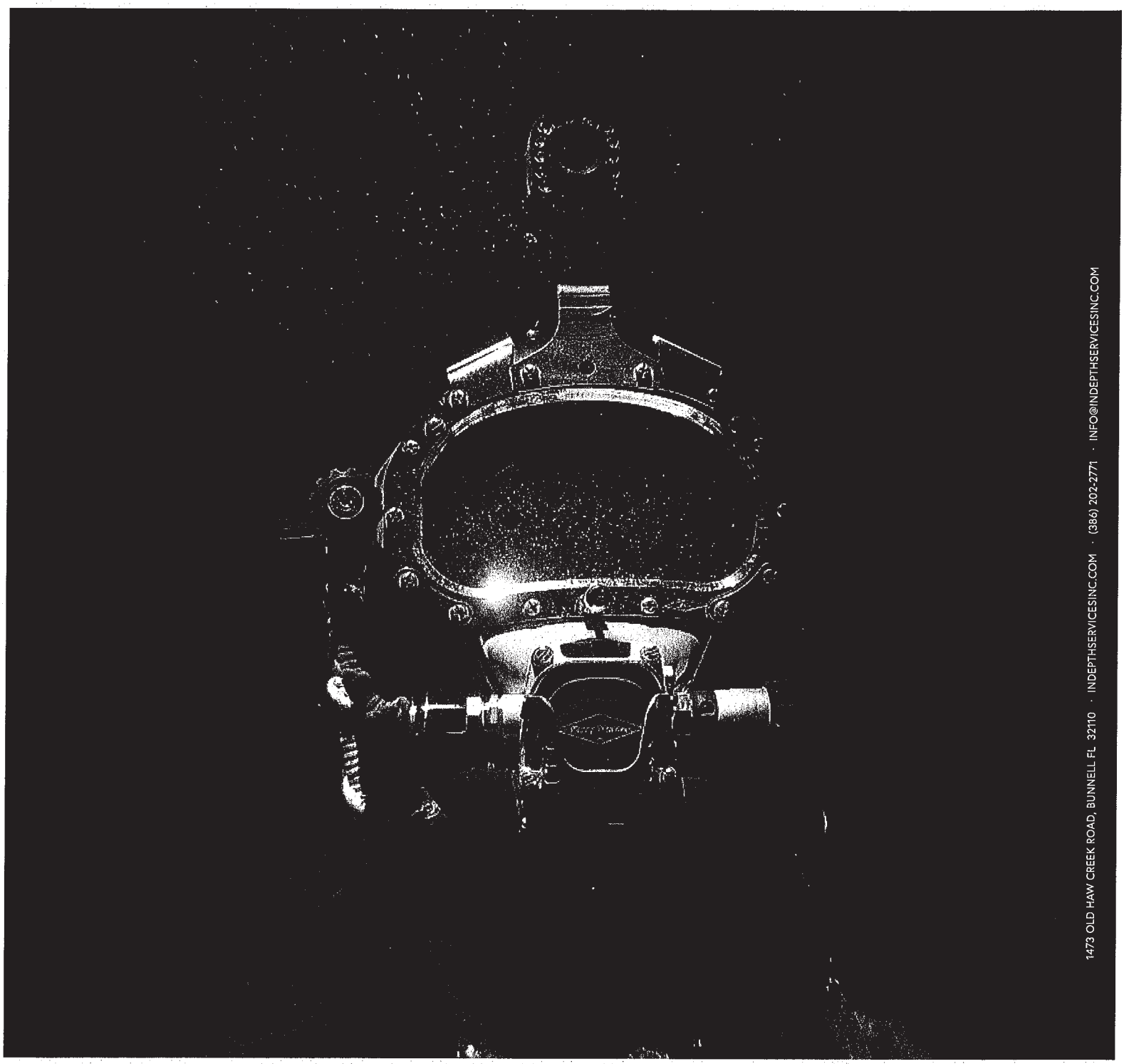
Qualifications / Agencies Registered:

- MBE - Minority Owned Business (State of Florida)
- DBE - Disadvantage Business Enterprise
- AWWA - American Water Works Association
- ACI - American Concrete Institute
- NACE - National Association of Corrosion Engineers
- SSPC - The Society of Protective Coatings
- FRWA - Florida Rural Water Association
- NHI - National Highway Institute
- Diver Certification Board of Canada (D.C.B.C.) qualified as an Unrestricted Surface Supplied Commercial Dive Supervisor
- DiverAssociation of Commercial Diving Educators (A.C.D.E.) qualified as an Air/Mixed Gas Commercial Divers
- ADCI Mixed Gas Supervisors
- Certified in accordance with N.C.C.E.R Rigging Fundamentals
- Qualified in accordance with OSHA, Haz-Mat/Hazwoper procedures (40 Hours)
- Qualified in accordance with OSHA, Confined Space Entry procedures
- NACE CSP1 lvl, inspector certification and standard specialist
- Non Destructive Testing (N.D.T.) Level I & II U/W V.T., U.T. & M.P.I.
- First Aid, C.P.R., Oxygen Provider, Automated Defibrillator Qualified, & Offshore Survival Certifield

- Transportation Worker Identification Credential Card (TWIC) & Valid U.S. Passport
- AWS D3-6M Underwater Welding Certifications
- National Center Constructions Education & Research (N.C.C.E.R) core curricula certified in basic & power tool safety
- NASE Certified Rescue Diver
- EMT & DMT advanced course Certifications (dive medic)
- O2 oxygen certified provider / administrator
- Fall Safety Protection Certifications
- Florida Professional Engineer (License # 54750)
- Data Entry Specialist
- UAS Remote Pilot Licenses: ZR (Cert. # 4312217) DB (Cert. #C1376118)
- Certified Specialty Marine Contractor (License # SCC131152633)
- Dive Helmet Technician (Cert. # T-18050)
- Visual Cylinder Inspector (PSI - PCI # 33391)

Corporate Experience

- Emergency response services deployed and mobilized on-site within 72 hours.
- Multiple dive supervisors on staff with years of field experience at the company
- Inspections performed on a diverse and enormously wide range of concrete and steel structures such as; tanks, towers, reservoirs, standpipes, treatment plants, pipelines, catch basins, pump stations, docks, dams, culverts, seawalls, & bridges.
- Over 4,000 (+) successfully completed dive operations to date
- Inspections recognized through (NACE,SSPC-S,AWWA,ISO) requirements and standards).
- Company staffed (PE) Licensed Engineers w/ Structural & Civil Engineering consultants.
- Company staffed Mariner Specialty Contractor & General Contractor Licenses
- More than 100 signed & sealed structural inspection reports generated every year.
- Multiple long term maintenance contracts currently in effect, throughout areas in FL / GA.
- Penetration dives up to 500' ft in length
- Wet welding / underwater concrete construction / closed system dredging / salvage & recovery
- Underwater corrosion control & coating application services on both steel & concrete structures
- 100% customer service satisfaction



1473 OLD HAW CREEK ROAD, BUNNELL FL 32110 · INDEPTHSERVICESINC.COM · (386) 202-2771 · INFO@INDEPTHSERVICESINC.COM

IN DEPTH INC.

KEY PERSONNEL **2025**

InDepth

ZACH ROGERS

PRESIDENT zach@indepthservicesinc.com (386) 986-8177

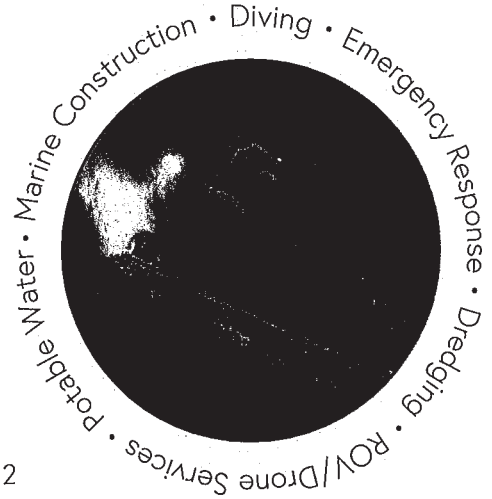
EXPERIENCE

PROJECTS

Dam deepwater pump salvage & replacement - Leadville, CO
Dam bulkhead construction / installation - Steamboat Springs, CO
Dam Intake / gate construction - Pisgah, CO
Reservoir intake pump actuator replacement - Irvine, CA
Water Storage tank maintenance and inspection - Redding, CA
Buzzard Roost hydroelectric Dam Inspection - Greenwood, SC
Elevated sound suppression NASA water tower inspection - Titusville, FL
65 ft derelict vessel Salvage and Disposal - Volusia County, FL
55 ft derelict vessel Salvage and Disposal - Volusia County, FL
Water storage tank maintenance and inspection - Savannah, GA
Structure Inspection Program - SFWMD, FL
Navigational Waterway marker replacement / installation - Pasco County, FL
Underwater theater stabilization & Anode install - Weeki Wachee, FL
Seawall fender piling installation - Fort Lauderdale, FL
SR44 Bridge footer form removal & inspection - DeLand, FL
Draw-down structure / Gravity Dam inspection - Bay County, FL
FWC Jackson Bluff Dam helical anchor buoy installation - Tallahassee, FL
Subaqueous cable / Water main locate & survey - New Smyrna, FL
Soldiers Creek Facility dredging - Seminole County, FL
Water storage tank maintenance and inspection - Palm Beach County, FL
Tugboat tow chain Salvage - Port of Tampa, FL
72 in Intake structure valve removal / salvage - Tampa, FL

CERTIFICATIONS

D.C.B.C Unrestricted Surface Supplied Commercial Dive Supervisor
Association of Commercial Diving Educators (A.C.D.E.) Air/MxG
N.C.C.E.R Rigging Fundamentals
OSHA 40
OSHA Confined Space Entry procedures
NACE CSP1 Inspector
N.D.T. Level I & II U/W V.T., U.T. & M.P.I.
First Aid, C.P.R., O2 Provider, Automated Defibrillator Qualified
Offshore Survival Certified
TWIC/Valid U.S. Passport
AWS D3-6M Underwater Welding Certifications
NASE Certified Rescue Diver
EMT & DMT Certifications (dive medic)
Fall Safety Protection Cert.
Data Entry Specialist
UAS Remote Pilot License (Cert. # 4312217)
Certified Specialty Marine Contractor (License # SCC131152633)
Dive Helmet Technician (Cert. # T-18050)
Visual Cylinder Inspector (PSI - PCI # 33391)
MBE - Minority Owned Business (State of Florida)
DBE - Disadvantage Business Enterprise
AWWA - American Water Works Association
ACI - American Concrete Institute
NACE - National Association of Corrosion Engineers
SSPC - The Society of Protective Coatings
FRWA - Florida Rural Water Association
NHI - National Highway Institute



PROFILE

Zachary Rogers, CEO, President and Founder of In Depth, Inc. has over 7 years of experience in the commercial diving industry, including underwater assessments & inspections, marine construction, marine structure rehabilitation, asset management, service life evaluation, damage assessment, preventive maintenance, and underwater salvage and recovery.

Zach is a certified ADCI Commercial Mixed Gas Dive Supervisor and Diver, NHI Underwater Bridge Inspector, Certified Specialty Contract, NACE coating inspector, Aerial drone pilot, and ROV operator. He is educated and experienced working with subaqueous elements consisting of steel, concrete, timber, fiberglass, vinyl, and other natural materials. Over his career, he has performed a wide variety of inspections & evaluations on government assets, with a collective estimated value greater than 100 million dollars.

Zach Rogers and the environment: Why protecting and serving our environment is important.
Ecosystem service is defined as the direct and indirect contributions of the ecosystem to human well-being, and it directly affects the quality of life and most importantly, survival. Our ecosystems provide not only recreational opportunities but most importantly it provides us with food, clean air, and fresh water. Florida's fish and wildlife resources based on the latest scientific data describing the state's ecosystems and the wide diversity of species in those ecosystems. There are more than 570 species of wildlife, more than 200 native species of freshwater fish and more than 500 native species of saltwater fish that relay on the ecosystem in Florida.

In Depth Services believes in keeping our waterways clean and rebuilding the ecosystem that supports native species in Florida. We are proud to be involved in programs such as the Derelict Vessel Program. This program involves removing abandoned vessels that are a danger to the environment. During the process of restoring the environment we not only have set safety standards for our team but the wildlife. If there are any wildlife within a 50-foot radius work is halted, during traveling to or from work site and on the site.

During the process of removing vessels, siphoning fluids from engines and radiators before removal to stop the pollutants being released into the natural environment is one of the most important steps, as well as the secure recovery of filters, batteries and other harmful vessel components. Utilizing additional measures, we deploy turbidity curtains to collect harmful pollutants from travelling into the water system and directly affecting the delicate ecosystem.

Further protecting the ecosystem, vessels are removed with air bags or cut into pieces to prevent scarring and scouring the bottom of the area.

Recently, InDepth has been involved in rehabilitating a 10-year ongoing Oyster Hatchery project for Florida State University. The Apalachicola Bay System Initiative is working to rehabilitate these oysters from this hatchery to the Appalachia Bay.
InDepth has taken part of this delicate process using state of the art technology. As a result making sure the incoming water to their system is clean and clear of pollutants for happy healthy oysters.

CONTACT US

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info@indepthservicesinc.com

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DANNY BROADHURST MBA

SR. PROJECT MANAGER & BUSINESS DEVELOPMENT danny@indepthservicesinc.com (386) 237-1402

EXPERIENCE

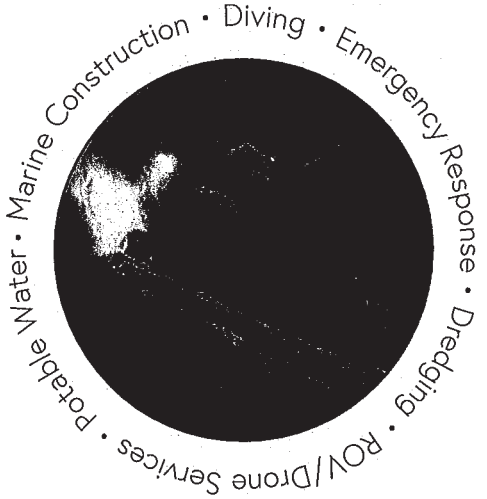
MARINE CONSTRUCTION
Piers and Wharves Piling Installation/Inspection
Vessel Maintenance and Inspection
Pier Walls, Pilaster & Footing Repairs
Marine Ocean Outfalls
Construction Inspection
Concrete & Foundation Work
Remote Operated Vehicle Operations
Hydroelectric Infrastructure
Tunneling
Offshore Oil & Gas

NOTABLE PROJECTS
Bright Water Outfall
Valdez Oil Spill
PLEMS and SBM's Okinawa
Port Of Seattle Pier Repairs
City Of Seattle 1st Ave. Bridge Outfall
ALCOA Shipping Terminal Pier Repairs
USACE California Aqueduct Construction
Bremerton Shipyard UW Infrastructure Repairs
Trident Submarine Base Nanaimo
USCG Vessel Salvages Columbia River
Port Security Installations (VA)
Google Trans-Pacific Fiber-Optic Cable Installation
Fiibre Optic Cable Installation Sacramento River/San Francisco Bay
Crescent City Tsunami 17 Vessel Salvage
& Marina Rehabilitation & Reconstruction
Bandon Vessel Salvage
Santa Rosa Island Salvage
Louisiana Pacific Marine Ocean Outfall
Port of Los Angeles Dive Services Contract
Pier 10 Rehabilitation San Diego
Gerald Desmond Bridge Long Beach

EDUCATION
College of Oceaneering
MBA, Middlesex University, London
Project Management NYU
Texas School of Photography

CERTIFICATIONS
Commercial Diving/Burning Certification
ADCI Certified Mixed Gas Supervisor/Diver/ROV Pilot
Royal Australian Navy (RAN) Various Certs
OSHA 10
NDT UT Level II, Mag Particle Level II, Vis. Insp. Level II
ASCE Bridge Inspection

AWARDS
ENR West Project of the Year 2008
Vanir CM Brightwater Outfall
Global Diving Safety Award (CA) 2011
Global Diving Employee of the Year Award (CA) 2011



PROFILE

Danny Broadhurst, MBA brings one of the most distinguished resumes in Marine Construction acquired over 30+ years' experience - from the Royal Australian Navy, to operating as a deep-sea diver, project superintendent, project manager, and executive. His aptitude projected him into a Dive Operations Manager position after 23 years underwater for Global Diving & Salvage, the nations leading commercial diving & salvage company - an advancement reserved for the elite in the field. His experience and proven results make him one of the most successful, active Marine Construction Managers in the world.

Mr. Broadhurst has spent the last decade in Senior Management positions for Marine & General Construction companies overseeing operations and providing supervision from project inception to completion. His specialty expertises include, marine, construction, inspection and maintenance of marine ocean outfalls, offshore oil and gas platform work, pier construction, harbor service contracts, and inland construction including hydroelectric/utility infrastructure work including all facets of construction and inspection. As Senior Marine Inspector for King County in Seattle, Mr. Broadhurst was responsible for quality assurance on the Brightwater Outfall project, part of a $1.86 Billion regional wastewater treatment system.

Danny is also experienced in responding to wide scale emergency situations. He responded actively as a Project Manager following the Santa Barbara oil spill in 2016, Los Angeles Northridge earthquake in the 1990's, and also participated in the Valdez oil spill in Alaska in 1989, as well as the salvage of many vessels and structures over the years. In 2018 Danny was Chair of the Diving Technical Comittee for the American Salvage Association (ASA.)

Danny has managed international projects, including mobilizing and on-site supervising of projects for the U.S. Military in Japan and private sector projects in Central America and Spain. His participation in marine projects in Central America, Asia and Europe have enabled him to develop unique capabilities and cultural awareness that are vital in today's complex marketplace.

Danny's range of expertise includes managing large teams, negotiating and reviewing contracts with clients & implementing innovative solutions while applying cultural sensitivities and emotional intelligence (CQ/EQ). He is able to lead projects forward safely, cost-effectively and efficiently and is well regarded for his strong work ethic and reliability, particularly in fast-paced environments.

Prior to In Depth, Inc., Danny was Senior Project Manager and Director of Business Development for a CM firm in Manhattan managing the NYC Department of Sanitation (DSNY) Marine Transfer Station CM contract, managing approximately $5 Million in on-call CM contracts, and led the Public Sector Business Development team production of material to respond to RFP's, RFQ's and EOI's including developing a proposal for a multi-billion dollar coastal resiliency project with NYCDDC, placing second.

Mr. Broadhurst also holds a California State 'A' General Engineering Contractors License and consults for engineering companies seeking marine construction solutions.

CONTACT US

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info@indepthservicesinc.com

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1473 Old Haw Creek Rd. Bunnell FL 3211

CASEY JENINGS

PROJECT MANAGER/SATURATION DIVE SUPERVISOR casey@indepthservicesinc.com

EXPERIENCE

DEPLOYMENTS and PROJECTS

Current Project Superintendent, Diving Supervisor
Florida, Marina Repairs, Underwater Burning Operations, Inspection, Penetration Diving, Dam Repair, Subsea Screen Installation

2016 - 2024 Superintendent/Project Manager, DSV Statiaborg
Saint Eustatius, PLEM Removal and Installation, Span Mitigation, SPM Removal and Installation, Marine and Field Maintenance and Inspection
2015/2016 Project Manager/Diver/Logistics
Wrights Reservoir, Mt Pisgah, Full demo and replacement of components in 100yr old outlet works
2014 Dive Superintendent, DSV Swordfish
Subsea 7-30 and 36" Pipeline and Riser Installation, Bay of Campeche, MX
2013 Dive Superintendent, DSV Lewek Toucan
Subsea 7-36" Riser and pipeline Installation, Bay of Campeche, MX
2013 Dive Superintendent, Crossmar 14
Walther Oil and Gas- Well Intervention
2013 - ROV Superintendent, DSV Swordfish
Saipem- Lift crossing and install grout bag for separation, EB 994
2013 - ROV Superintendent, DSV Swordfish
BHP- Jumper, EFL, and HFL re-route
2013 - ROV Superintendent, DSV Swordfish
Mobilization on XLS 17- Gulf Copper Galveston
2012 - Saturation Dive Supervisor, DSV Swordfish
Chevron's Hurricane Restoration Team- ST 151I; ST 51CH
2012 - Saturation Dive Supervisor, DSV Swordfish
Chevron's Hurricane Restoration Team- EC 272; ST 151G
2012 - ROV Shift Supervisor, RSV Viking Posiedon
BP- BP's Atlantis field. Hydrate Remediation
2011 - Saturation Dive Supervisor, DSV Swordfish
Chevron's Hurricane Restoration Team- EI 272E; EI 272A
2011 - Saturation Dive Supervisor, DSV Swordfish
Chevron's Hurricane Restoration Team- EI 339C
2011 - Saturation Dive Supervisor, DSV Swordfish
Chevron's Hurricane Restoration Team- ST 151; EI 313; 338; EC 272
2011 - Saturation Dive Supervisor, DSV Viking Poseidon
BWO- Offshore Boston Harbor (Control Umbilical Removal and Installation)
2011 - Saturation Dive Supervisor, DSV Viking Poseidon
BWO- Mobilization of SAT V in Galveston
2010 - Saturation Dive Supervisor, DSV Swordfish
Chevron's Hurricane Restoration Team- ST 151; EI 313; 338; EC 272
2010 - Saturation Dive Supervisor, DSV Normand Clipper
Chevron's Hurricane Restoration Team- ST 151; EI 313; 338
2010 - Saturation Dive Supervisor, DSV Swordfish
Chevron's Hurricane Restoration Team- ST 151; EI 313; 338

CERTIFICATIONS

Commercial Diving Certification
ADCI Certified Saturation Diving Supervisor
CPR/First Aid/AED
API Certified Rigging
IMCA Bell Diving Supervisor
Offshore Water Survival
HDPE Pipe Welding
Personnel Transfer Basket
STCW
CPR/First Aid/AED

PROFILE

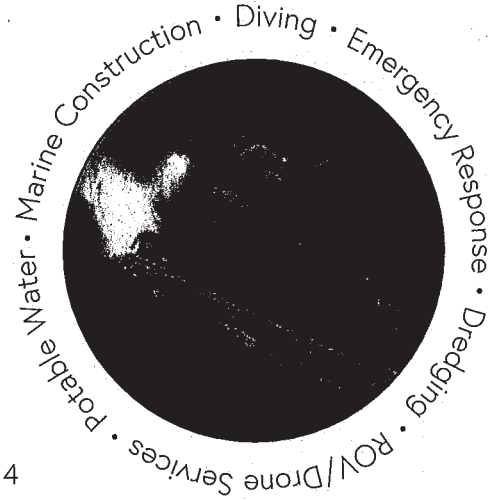
Casey currently has over 26 years experience in the commercial diving and marine construction field.

WORK HISTORY

COMPANY	POSITION	DATES
In Depth, Inc.	Project Manager/Dive Supervisor	Jul 2024 - current
JW Van Stee	Project Manager/Field Superintendent	Nov 2016 - Jun 2024
REDS Caribbean	Project Manager/Saturation Diving /Supt.	Feb 2016 - Oct. 2016
Inland Potable Services	Project Manager	Jan 2015 - Aug. 2016
Ranger Offshore Inc.	Saturation Dive Superintendent	May 2013 - Jan 2015
Veolia Environmental Services	Saturation Dive Supervisor/ ROV Shift Supervisor	July 2008 -May 2013
Deep Marine Technologies	Saturation Dive Superintendent	April 2008 -July 2008
Cal Dive International	Saturation Dive Supervisor	January 2007 - April 2008
International SubSea	Offshore Manager	May 2006 -January 2007
Torch Inc	Project Manager/Saturation Diving /Supt.	Sept 1999 - May 2005
Global Divers	Surface Diver	June 1998 - Nov 1998

Proficient with

- Cold Cutting Tools
- Underwater Burning
- Crane Operations
- Jetting
- Excavating
- Torque Tools
- Oil and Gas Operations
- UT Inspection
- Surface Diving
- Pipeline Construction
- Saturation Diving
- Logistics
- Surface Dive Supervisor
- Project Management
- Saturation Dive Supervisor
- Accounting
- Basic skills in Hydraulic, Electrical, and Pneumatic equipment
- Hydrostatic Testing Operations
- Salvage
- Rigging
- ABS Inspections
- ROV Operations



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BRITTANY ROGERS

OCEAN ENGINEER Brittany@indepthservicesinc.com

SKILLS

Aquasim/ AquaModel
Microsoft Office Tools
Word, Project, Excel, PowerPoint
MATLAB & Simulink
Fundamentals, Programming Techniques
Solidworks/ Onshape/ 2D CAD
Drawing, Advanced Parts, Surface Modeling
Altium/ PSpice
Soldering
Manual/ CNC Lathe and Mill Operating
DAWIA Level I
DoD Courses
Sonar Fundamentals, Submarine/ Torpedo 101, Naval Standard Items, SSPC
NAVSEA Basic Paint Inspector, HRMC Integrated Test Engineer/ Project Support Engineer

EDUCATION

B.S. Ocean Engineering
Florida Atlantic University (FAU) Boca Raton, FL

INDEPENDENT STUDY

Southeast National Marine Renewable Energy Center
Florida Atlantic University

Determined geographic areas within the Florida Current with the highest kinetic energy flux density utilizing current data provided by surface drifting buoys from the Global Drifter Program (NOAA). The kinetic energy density was calculated and plotted in MATLAB with the purpose of utilizing results for the testing and implementation of underwater turbines.

PROFILE

Ocean Engineer with 7 years of experience working for the Department of Navy (DoN) and in the Private Industry as a Mooring system engineer, leveraging education and diverse experience from detailed system design, modeling, analysis and testing to broad project management support and quality assurance.

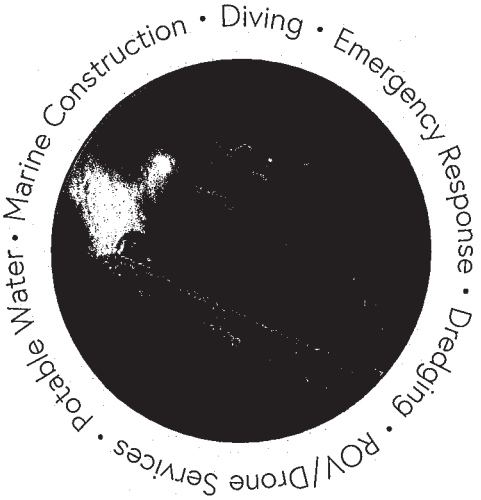
EXPERIENCE

Mooring System Engineer Forever Oceans Oct 2021 – Nov 2023

- Modeled and simulated Single Point Mooring (SPM) systems for cage and barge platform using Finite Element Analysis software to calculate and simulate structural responses to environmental loads (waves, current, wind)
- Performed and interpreted calculations and analyses of environmental forces on cage and mooring components for model validation
- Generated multiple mooring analysis reports detailing modeling and simulation findings, design recommendations or limitations, required material based on max load and material safety factors
- Developed design and analyzed mooring system for oceanographic buoy in Panama and twin packed cages in Indonesia
- Generated Bill of Material for various mooring projects
- Developed Quality Control process for cage fabrication and deployment
- Provided advisory services for the construction of cages with the production team
- In field experience in Panama for QA and cage submergence testing
- Review and assessment of multiple metaocean analysis reports for farm site locations
- Development of mooring inspection procedures and criteria for the SPM systems and condition assessments
- Analysis of future cage design concepts and cost presented to upper management
- Analysis of environmental data collected from cage sites using Python and Excel
- Modeled cage and mooring designs and concepts in 2D and 3D CAD software
- Prepared barge and mooring disconnection method procedures/ drawings
- Use of Navionics and Google Earth to generate bathymetric maps and contour data for farm locations
- Modeling and analysis of net pen aquaculture systems biological impact on benthic layer and water column using Aquamodel EASy - submodels of fish physiology, hydrodynamics, water quality, nutrient dispersion and ecosystem assimilation in geographic information system software

Project Support Engineer DoN Pearl Harbor Naval Shipyard & Intermediate Maintenance Facility

- Primary liaison between the Project Team and the Naval Supervising Activity Engineering Department
- Technical oversight on Contractors' performance of shipboard work for compliance to technical specifications
- Verified and witnessed LMA's required testing for Sea Trails ensuring work certification
- Reviewed Contractors' work specifications ensuring the requirements of tasking documents are met, naval standards invoked, and final acceptance documentation will validate work performed
- Interpret design drawings and initiated Liaison Action Request to document changes/ discrepancies to Naval installation drawings
- Review of planning department's scope of work documentation and provided guidance on recommend acceptable engineering solutions



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ADRIAN ESTRADA

DIVING SUPERVISOR/COMMERCIAL DIVER adrian@indepthservicesinc.com (386) 202-2711

EXPERIENCE

PROJECTS

Commercial Air Dive Supervisor In Depth Inc since 2021 - Various Projects
Commercial Air Diver In Depth Inc 2018- 2021 - Various Projects
Mobilize Equipment
Drive company trucks and trailers
Working at heights
Travel state to state as needed
Underwater construction and inspections
Report Writing
Equipment Maintenance
Train new employees
Fabrication & Welding

EDUCATION

CDL License in Commercial Driving
U.S. Truck Driving School - Wheat Ridge, CO May 2017 to June 2017
Commercial Diving in Education/Training
CDA Technical Institute - Jacksonville, FL March 2014 to July 2014
Diploma in Welding
Lincoln College of Technology - Denver, CO November 2012 to July 2013

PROFILE

Highly motivated and professional Commercial Diver and Project Manager with 9+ years of experience. Proficient in managing a team, back end paperwork and report writing, and communicating with internal and external stakeholders.

Possess exceptional timeliness and quick learning skills with a proven ability to work independently and as part of a team. While constantly acquiring new skills and certifications to keep growing his professional career as a commercial diver and Project Manager.
Full time employee of In Depth, Inc. since 2018.

CERTIFICATIONS

Diver Certification Board of Canada (D.C.B.C.) - Unrestricted Surface Supplied Commercial Diver
Association of Commercial Diving Educators (A.C.D.E.) - Air/Mixed Gas Commercial Diver
American Petroleum Institute Rigging Standards (API PR-2D) - Certified
OSHA, Haz-Mat/Hazwoper procedures (40 Hours)
Non Destructive Testing (N.D.T.) Level I & II U/W V.T., U.T. & M.P.I.
First Aid, C.P.R., Oxygen Provider & Automated Defibrillator Qualification
National Center for Constructions Education and Research (NCCER) - basic safety and power tool Safety Certification
Class A Commercial Drivers License

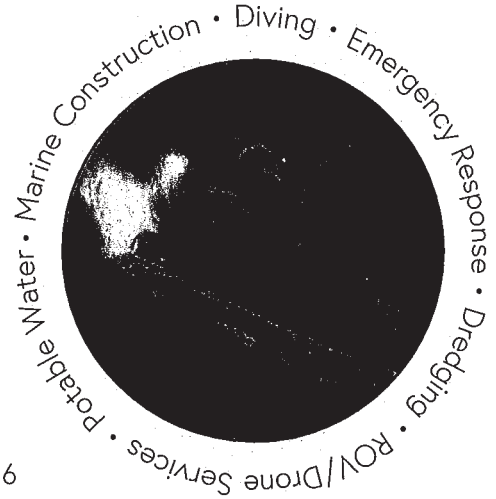
PREVIOUS PROFESSIONAL EXPERIENCE

COMMERCIAL TRUCK DRIVER
J Estrada LLC - Brighton, CO
June 2017 to Feb 2022

- Operate manual transmission semi truck safely to and from job sites Load and unload frac sand safely using blower and hoses.
- Fill out log book, bill of lading, and other general paperwork.
- General maintenance on truck and trailer

WELDER/FABRICATOR
Imperial Welding & Repair LLC - Denver, CO April 2017 to May 2017
Armstrong Steel - Englewood, CO February 2016 to April 2016
Wanco Inc. - Arvada, CO February 2015 to May 2015
LEED Fabrication Services, Inc - Brighton, CO August 2013 to February 2014 Inland

COMMERCIAL DIVER/TENDER
Potable Services, Inc. - Centennial, CO April 2016 to April 2017
Specialty Diving - Loranger, LA - May 2015 to February 2016
C-Dive LLC - Houma, LA - August 2014 to February 2015



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KENNETH KELLY-LEWIS

DIVING SUPERVISOR/COMMERCIAL DIVER kenny@indepthservicesinc.com (386) 202-2711

EXPERIENCE

PROJECTS

Elevated sound suppression NASA water tower inspection - Titusville, FL
65 ft derelict vessel Salvage and Disposal - Volusia County, FL
55 ft derelict vessel Salvage and Disposal - Volusia County, FL
25 ft derelict vessel Salvage and Disposal- Volusia County, FL
Water storage tank maintenance and inspection - Georgia
Water storage tank maintenance and inspection – Florida
72 in Intake structure valve removal / salvage - Tampa, FL
Underwater theater stabilization & Anode install - Weeki Wachee, FL
Draw-down structure / Gravity Dam inspection - Bay County, FL

CERTIFICATIONS

Diver Certification, Board of Canada (Certificate of Medical Fitness)
Diver Certification, Board of Canada (Occupational Diver Certificate of Competency)
International Consensus Standards for Commercial Diving and Underwater Operations, ADCI
Top Side Welding for Commercial Divers HAZMAT/HAZWOPER Certification
NDT Certification Nondestructive Testing (NDT) Level 1 & II – U/W VT, UT & MPI in accordance with American Society of Nondestructive Testing (ASNT) Standards.
o Underwater Visual Testing (U/W VT)
o Ultrasonic Testing (UT)
o Magnetic Particle Inspection (MPI)
Unrestricted Surface Supplied Air Diver (Commercial Diver Technologies, LLC)
Job Safety/Hazard Analysis (JSA) Certificate (Commercial Diver Technologies, LLC)
Basic Offshore Survival Training (Commercial Diver Technologies, LLC)
Marine Rigging Safety (API RP 2D) – OSHO Compliant Training (Gulf Regional Industrial Training)
Basic Offshore Safety Induction and Emergency Training w/ CA-EBS (Crescent Safety Services, LLC)
CPR/AED/First Aid (National CPRF Foundation)
IADC RigPass (RelyOn Nutec USA, LLC)
OPITO Certification (Crescent Safety Services, LLC)
TWIC Certification (Transportation Security Administration)
Nitrox Diver (NAUI Worldwide)
Open Water Scuba (NAUI Worldwide)
Surface Supplied Air Diver (Association of Diving Contractors International)
Oxygen First Aid for Scuba Diving Injuries (DAN – Your Dive Safety Association)

PROFILE

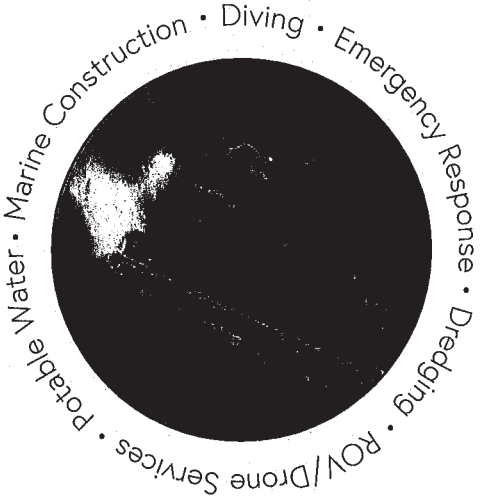
Certified Dive Supervisor Kenneth Kelly-Lewis has extensive hands-on experience carrying out seamless commercial diving operations / projects, including underwater repairs, installations, salvage, burning and welding. He is a committed individual, with a reputation for identifying and implementing feasible solutions to resolve and mitigate emergent issues. Kenny has proven expertise in maintaining safety by adhering to regulatory standards, and reiterating to his crews the important role that safety and seciruty plays on the project site. He is aA reliable and open-minded individual who performs well in fast-paced and challenging environments whilst considering operational expectations.

Kenneth has dedicated his time to furthering his education to set him apart in the work force. Kenneth attended Indiana University of Pennsylvania for Business Management with a minor in human resources. Upon graduation, Kenneth attended a technical college where he earned a degree in specialized technology with a minor in blueprint reading.

Kenneth has in addition worked as a welder constructing radio frequency proof rooms for military contracts and hospital installations. Kenny later became an upfitter/welder for government vehicles.

Graduating top of his commercial dive school class, Kenneth was employed immediately after obtaining his commercial diver certifications. Kenneth spent 6 months in the Gulf of Mexico assisting in Saturation Diving operations as well as Oil Platform demolition and oil pipeline bypass operations.

Since joining In Depth, Inc. Kenneth performs various tasks, and as Dive Supervisor, Kenneth has a 100% success rate managing projects, finishing them safely, on schedule and within budget. Currently, Kenny is the lead Dive Supervisor for the In Depth's Potable Diving operations.



CONTACT US

Office: (386) 202-2771
Emergency: (386) 986-8177
info@indepthservicesinc.com

INDEPTHSERVICESINC.COM
1473 Old Haw Creek Rd. Bunnell FL 3211

ROBERT J. NORTON PE

STAFF ENGINEER info@indepthservicesinc.com (813) 245-9997

EXPERIENCE

PROJECTS

20,000sqft warehouse design, permitting and construction management - Live Wire Audio
New Build Dental, Veterinary and Medical offices design and layout – Dental Solutions
Design of floating passenger loading ramp – Florida Aquarium
Commercial marina design and construction oversight in Destin, FL – Sides Point
Design of footings and pedestals as well as passenger approach and exit structure for Roller Coasters Montu, Sheikra, Kumba - Busch Gardens, Tampa
Layout for new warehouse with loading dock and office space – Allstate Business Centers
Upgraded multistory access to apartments to meet ADA requirements - Silver Palms Apartments
Modified pool area, leasing office and communal bathrooms to meet ADA - Carlyle At Waters
Ship Safety Plan and Fire Protection verification for Class DNV/USCG – Bahamas Celebration
Ship Safety Plans and Fire Protection verification for Class ABS/USCG – United Ocean Shipping
Onsite OSHA Safety verification (Hazwoper) services for brown zones – State of Florida
Onsite OSHA Safety verification for confined spaces Tank Inspections – National Forestry Service
Onshore fabrication engineering and offshore installation oversight of subsea pipe line,
Visakhapatnam, India -Bay of Bengal supported the metrology, field verification and onsite
approval of line pieces, jumpers, valving - Delta Marine
Developed shuttle tanker and FPSO weather matching - Petrobras and OSG.
Sub surface repair of 33 meter concrete breasting dolphin in Manaus Brazil. Facilitated float out
of existing dolphin and installation of new. – Titan Salvage / Ardent Global
Development of jackup accommodations unit for Cook Inlet Alaska. Conoco Phillips
Developed process and components required for change of a subsea flex coupling for an FPSO off Nigeria. – Delta SubSea

EDUCATION

(Aug/96-Dec/98) University of South Florida
Masters of Mechanical Engineering (MME)
(Aug/89-May/94) University of Tennessee
Bachelor of Science in Mechanical Engineering (BSME)

PROFILE

STRUCTURAL DESIGN Structural design and plan set development, permitting coordination, survey and inspection work associated with littoral and inland facilities, both commercial and residential, including warehouses, restaurants, private residences, as well as heavy civil structural dry-docks, graving docks, marine rail systems, bridge crane systems and lifting plans, mooring dolphins, marinas, piers, wharfs, wave attenuation barriers bulk/containerized cargo and storage facilities. Inspection, certification and capacity ratings for floors, decks, racks, dry-docks, Syncro Lifts, dolphins, piers, wharfs, service tanks, graving docks, storage tanks, etc.... All work completed to applicable codes, class guidance and appropriate OSHA / ADA standards.

MARINE/ OFFSHORE Platform survey and inspection work related to hurricane damage, ship strikes, environmental degradation, blowouts, etc... around the world including temporary and permanent abandonment of sub-sea wells hot tap and wire line work. Subsea piping system design and oversight for installations and removals including salvage intervention on "live" systems. Jack-up and lift boat design and leg penetration studies. Mooring analyses for FPSO and shuttle tanker with bow loading and turret systems. Offshore work managing of ROVs and saturation divers for subsea tasks.

SALVAGE Multiple on and off site salvage jobs around the world requiring in field engineering ecisions covering all disciplines of Naval Architecture and Civil Marine Engineering.

- Successful refloating removal of the 278,734 dwt M/V Wesser Ore grounded at Tubarao, Brazil. Work scope included structural calculations necessary to refloat the vessel and establish a state static equilibrium with sufficient stability to transit the Atlantic and Indian Oceans such that the vessel could be scrapped in China. Onsite structural calculations were also required by Chinese officials to allow for unloading and scrapping.

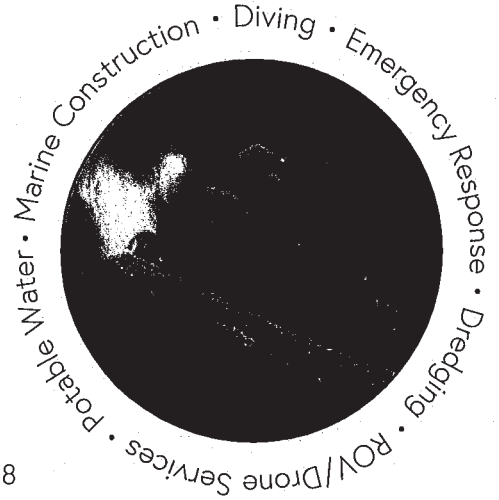
- Successful refloating of the M/V Galapagos Discovery (87m x 14.6m) in the Panama Canal. Work scope included calculations necessary to allow for par buckling of vessel from loaded dump scows, with the assistance of lateral resistance PZ-piles and final stability to allow for refloat and transit to offshore scuttling site.

- Removal of New Carissa, Coos Bay Oregon, Work includes salvage planning design of tower structure on sheet piles and a teleferic from shore 1,000 feet out to a jack-up platform for wreck removal operations.

GENERAL MARINE ENGINEERING Mechanical design work and calculations associated with electrical (AC/DC 1P/3P), inert gas, piping, vapor, gas, hydraulic, compressed air and any other systems related to vessels of all sizes and types. New construction and retrofitting of product carriers, bulk carriers, passenger vessels and all other types of vessels. Significant stability work and related approvals associated with various passenger vessels, bulk carriers, product carriers, pleasure craft and all other sorts of vessels. Approval from classing agencies such as the American Bureau of Ships, the United States Coast Guard, Lloyds of London, the Maritime and Coastguard Agency, Germanischer Lloyd and other regulatory agencies. Work related to high-speed craft, littoral assault craft, and fast catamaran in and offshore.

LICENSES/CERTIFICATIONS

Certified General Contractor in the State of Florida (CGC1506240 / CA29493)
Certified Plumbing Contractor in the State of Florida (CFC1430025)
National Council of Examiners for Engineering and Surveying Certified (No. 30955)
Certified PE, in Naval Architecture / Marine Engineering & Mechanical Engineering
Registered Professional Engineer in the State of Florida (FL Reg. No. 54750)
Registered Professional Engineer in the State of Texas (TX Reg. No. 99147)
Registered Professional Engineer in the State of Oregon (OR Reg. No.80337)
Registered Professional Engineer in the State of U.S.V.I (U.S.V.I. Reg. No.1006E)



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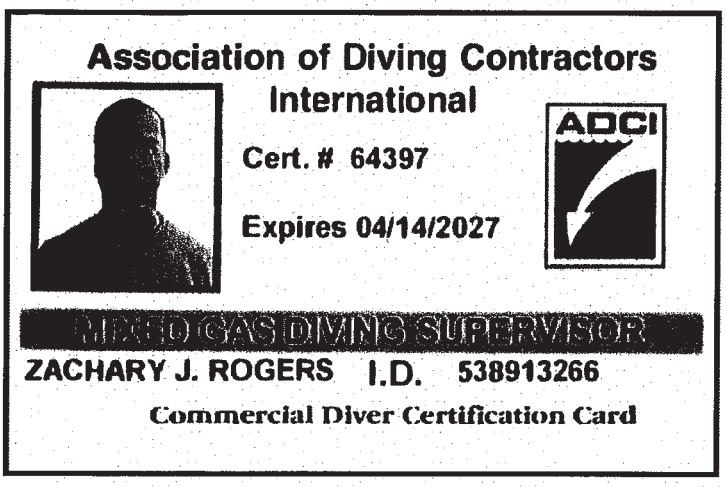
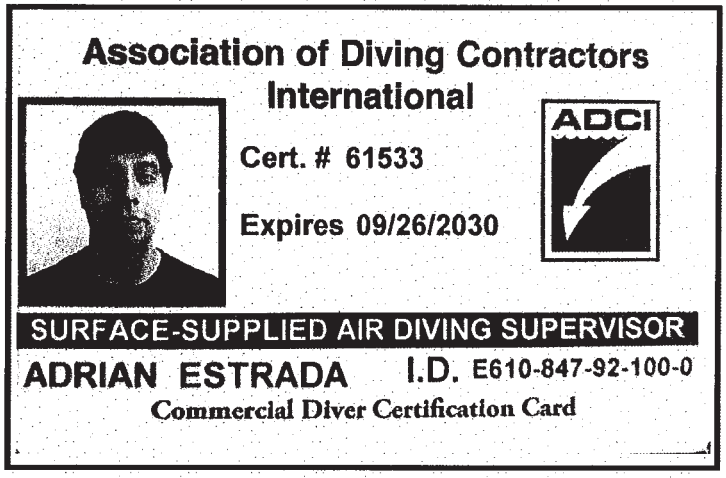
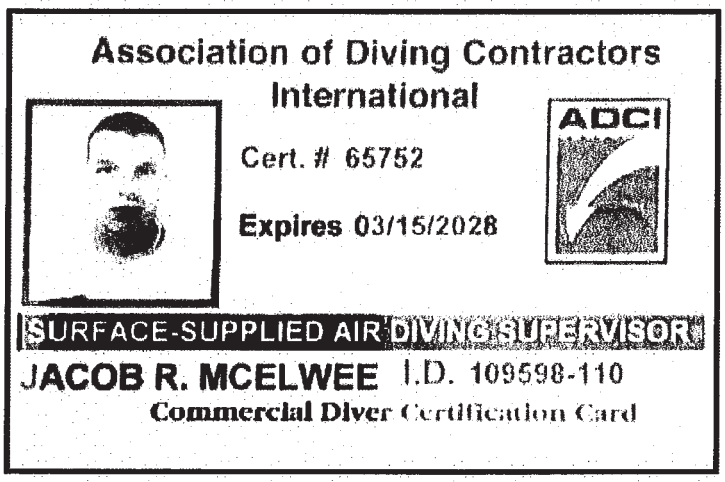
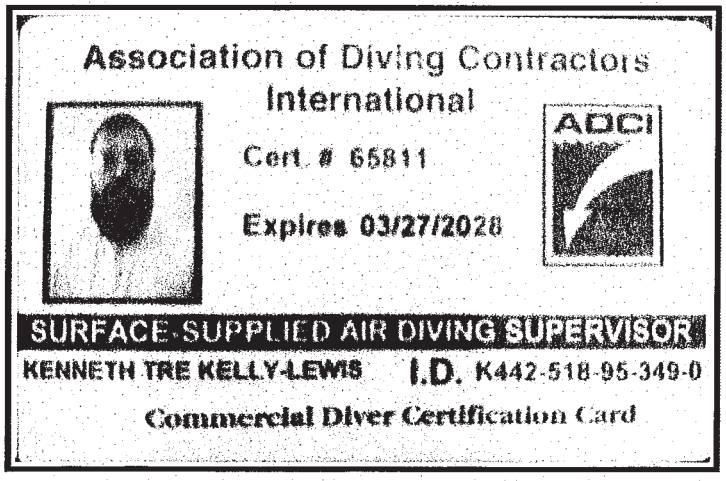
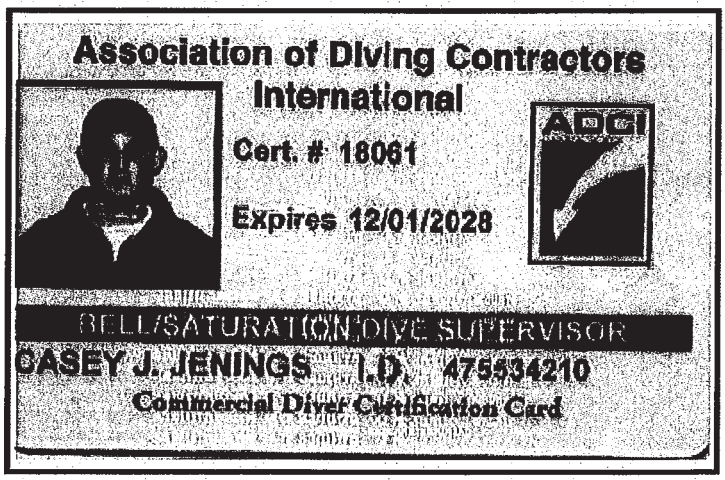
In Depth Inc. Personnel











In Depth Inc. Personnel

Association of Diving Contractors International

Cert. # SELF

Expires 10/28/2029

SURFACE-SUPPLIED AIR DIVING SUPERVISOR

ANDREW M. SMITH I.D. 070573137

Commercial Diver Certification Card

Certificate Of Completion

PRESENTED TO

Zachary Rogers

In Recognition of Successful Completion of Requirements In

Basic Life Support

04/12/2022 CERTIFICATION DATE

04/12/2024 EXPIRATION DATE

HOLDER'S SIGNATURE

AUTHORIZED SIGNATURE

ASTI

www.AmericanSTI.org

Certificate Of Completion

PRESENTED TO

Adrian Estrada

In Recognition of Successful Completion of Requirements In

CPR/AED (Adult/Child/Infant)
Universal First Aid

02/21/2025 CERTIFICATION DATE

02/21/2027 EXPIRATION DATE

HOLDER'S SIGNATURE

AUTHORIZED SIGNATURE

ASTI

www.AmericanSTI.org

Certificate Of Completion

PRESENTED TO

Kenneth Kelly

In Recognition of Successful Completion of Requirements In

Basic Life Support

12/30/2024 CERTIFICATION DATE

12/30/2026 EXPIRATION DATE

HOLDER'S SIGNATURE

AUTHORIZED SIGNATURE

ASTI

www.AmericanSTI.org

CPR & AED CERTIFICATION

Jacob McElwee

01/07/2025 Issue Date

01/07/2027 Renew Date

ASTI AUTHORIZED CERTIFICATION CARD

UNIVERSAL FIRST AID

Jacob McElwee

01/07/2025

01/07/2027

ASTI AUTHORIZED CERTIFICATION CARD

EMERGENCY OXYGEN ADMINISTRATION BLOODBORNE PATHOGENS & OPIM

Jacob McElwee

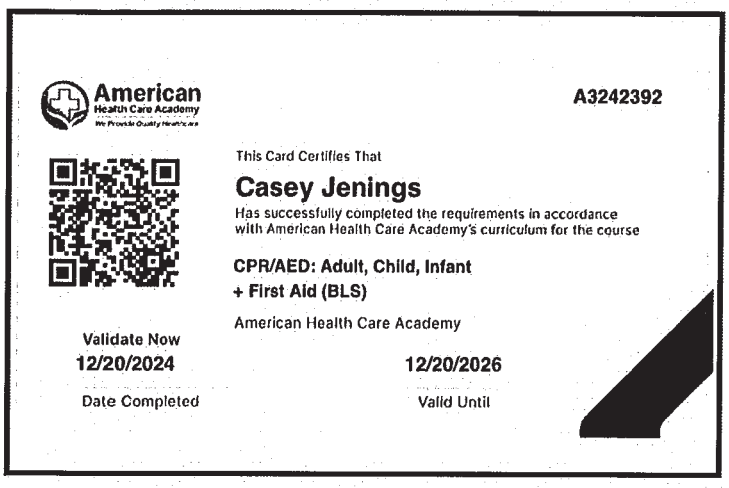
01/07/2025

01/07/2027

ASTI AUTHORIZED CERTIFICATION CARD

InDepth

In Depth Inc. Personnel



American Health Care Academy
We Provide Quality Healthcare

A3242392

This Card Certifies That

Casey Jenings

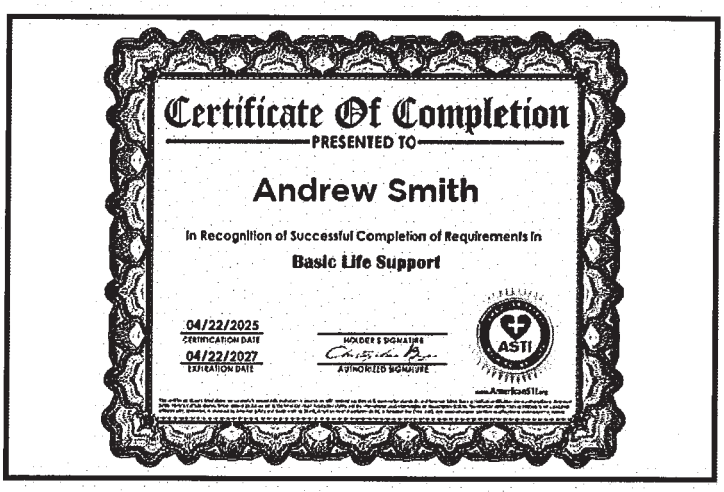
Has successfully completed the requirements in accordance with American Health Care Academy's curriculum for the course

CPR/AED: Adult, Child, Infant + First Aid (BLS)

American Health Care Academy

Validate Now
12/20/2024
Date Completed

12/20/2026
Valid Until



Certificate Of Completion

PRESENTED TO

Andrew Smith

In Recognition of Successful Completion of Requirements In

Basic Life Support

04/22/2025
CERTIFICATION DATE

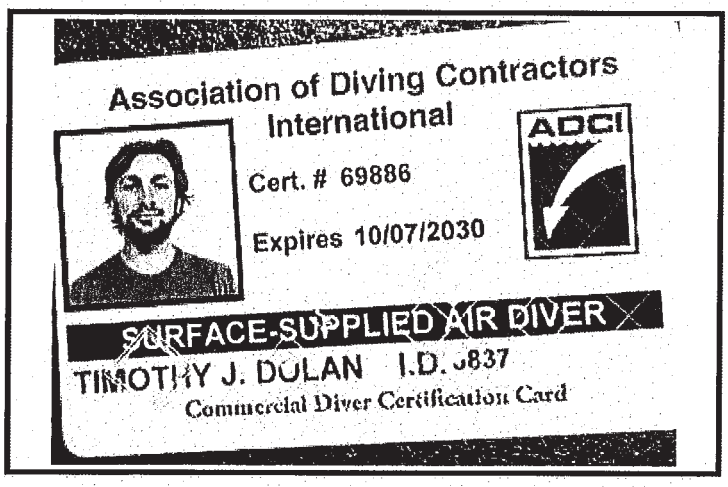
04/22/2027
EXPIRATION DATE

HOLDER'S SIGNATURE

AUTHORIZED SIGNATURE

ASTI

www.AmericanSTI.org



Association of Diving Contractors International

ADCI

Cert. # 69886

Expires 10/07/2030

SURFACE-SUPPLIED AIR DIVER

TIMOTHY J. DOLAN I.D. 3837

Commercial Diver Certification Card

Certificate

OF COMPLETION

IN RECOGNITION OF SUCCESSFUL COMPLETION IN:
CPR / AED / First-Aid
(Adult / Child / Infant / Choking)
AED / Injury & Universal Precautions

THIS CERTIFICATE IS PROUDLY PRESENTED TO:

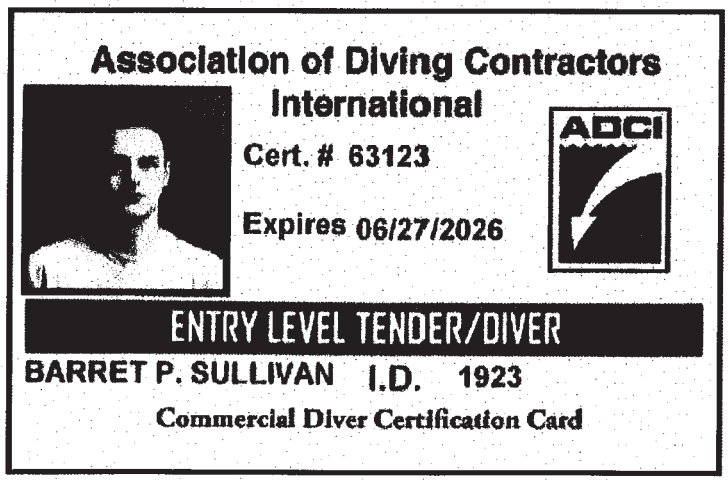
Timothy J Dolan

The student has successfully met the requirements for certification by completing the cognitive training and skills evaluation in the specified course in terms of NCPRF and in accordance with the corresponding ILCOR, OSHA, and AHA / ECC guidelines (2020).

Date: Aug 14, 2025 Renew: Aug 14, 2027 ID#: 9575A7F Instructor: Paul J. Scruton

Course Provided By:
NationalCPRFoundation™

Signature: [redacted]



Association of Diving Contractors International

ADCI

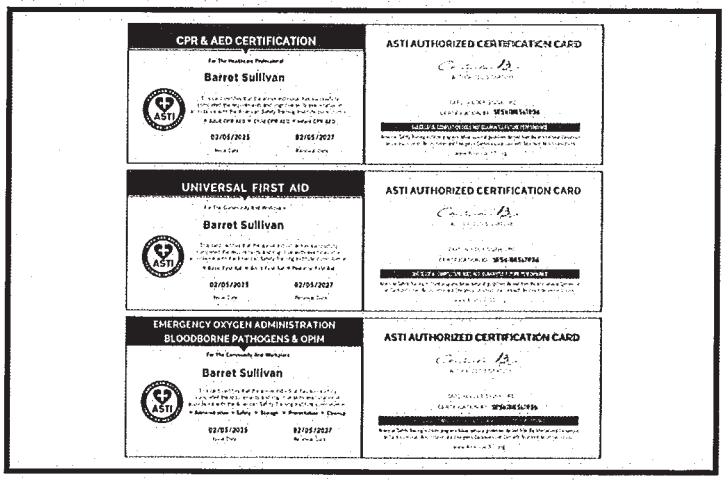
Cert. # 63123

Expires 06/27/2026

ENTRY LEVEL TENDER/DIVER

BARRET P. SULLIVAN I.D. 1923

Commercial Diver Certification Card



CPR & AED CERTIFICATION

Barret Sullivan

ASTI AUTHORIZED CERTIFICATION CARD

UNIVERSAL FIRST AID

Barret Sullivan

ASTI AUTHORIZED CERTIFICATION CARD

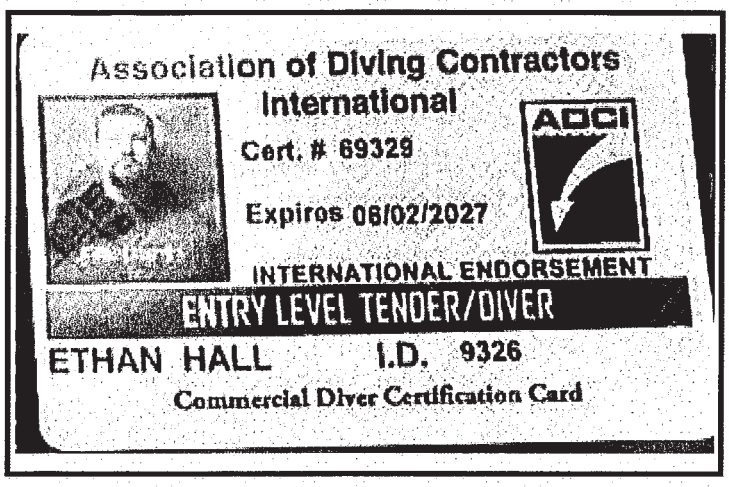
EMERGENCY OXYGEN ADMINISTRATION
BLOODBORNE PATHOGENS & OPIM

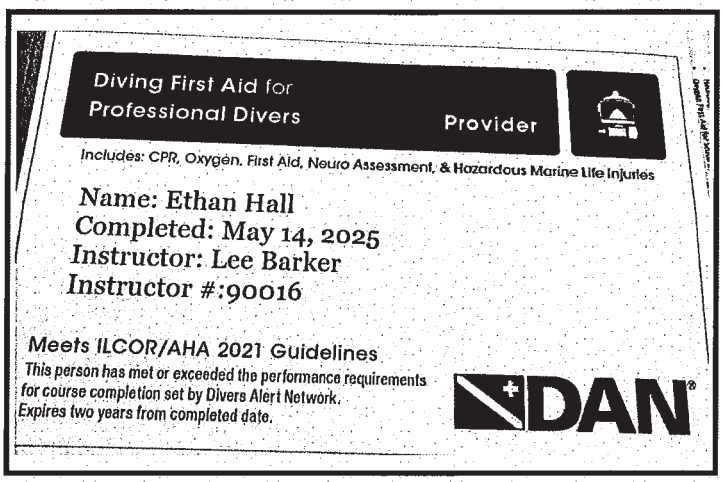
Barret Sullivan

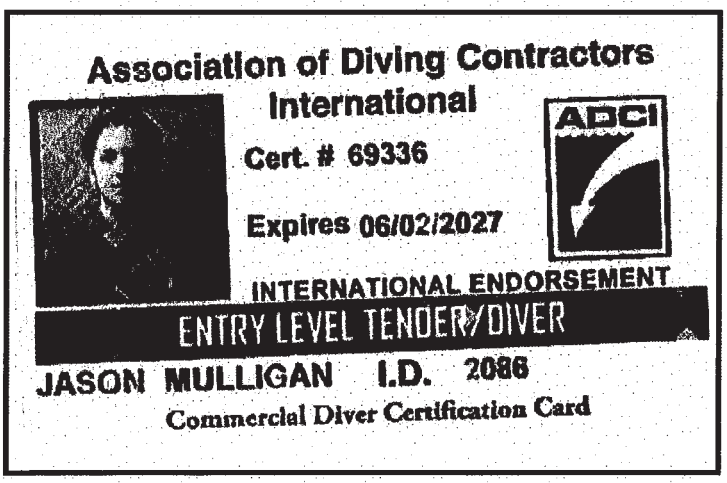
ASTI AUTHORIZED CERTIFICATION CARD

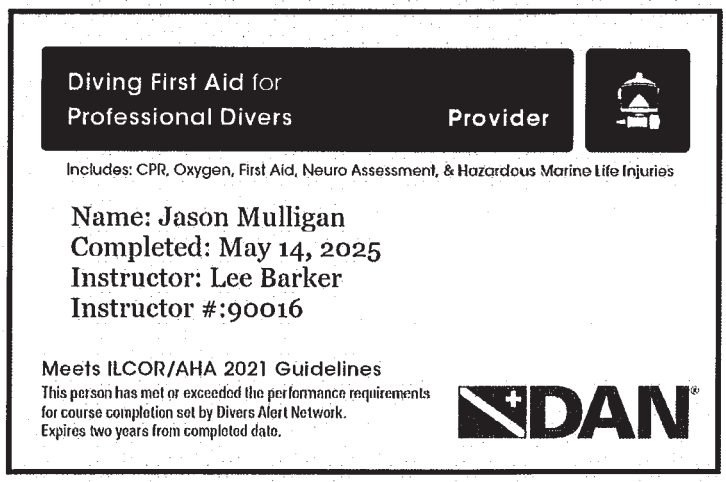
InDepth

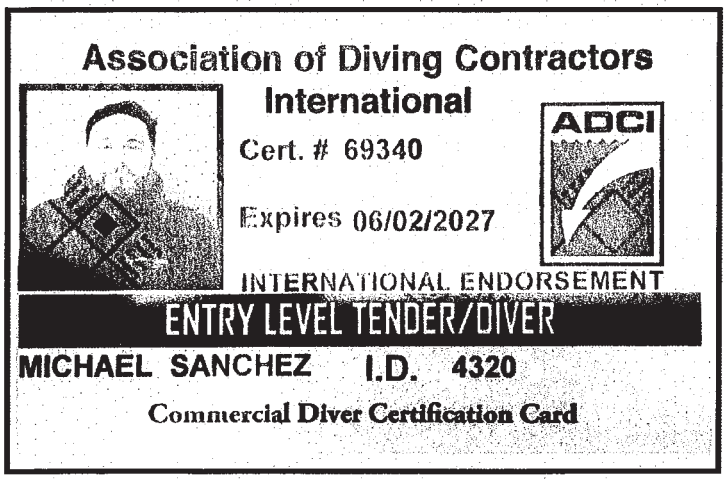
In Depth Inc. Personnel

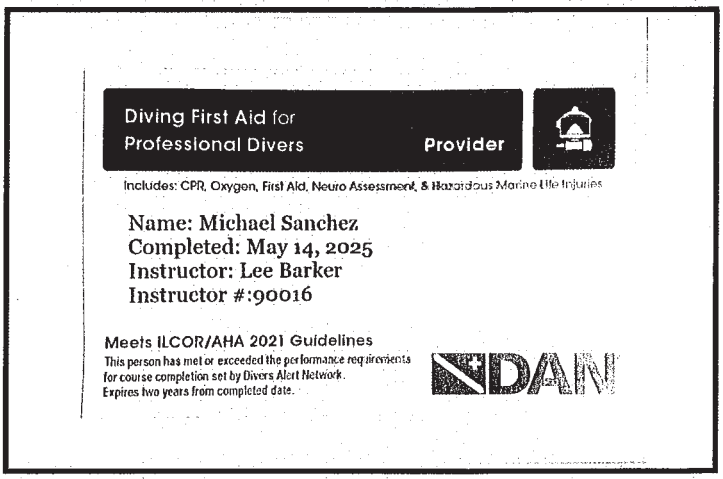




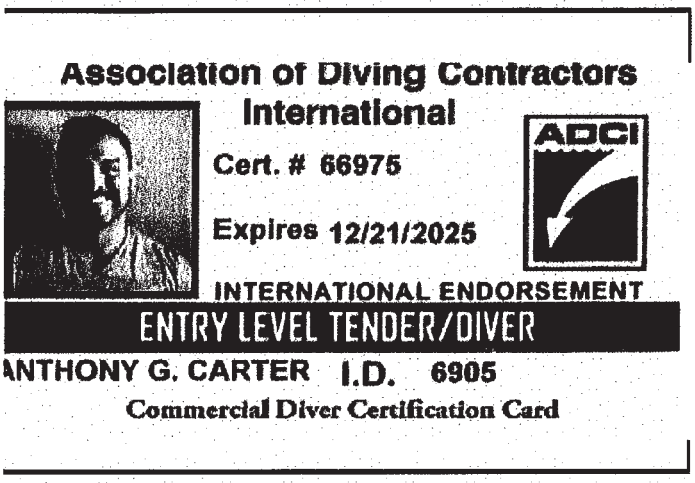








In Depth Inc. Personnel


Association of Diving Contractors International

Cert. # 66975

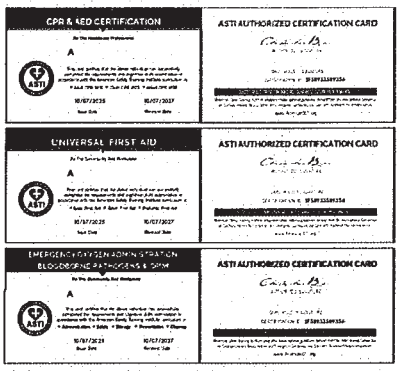
Expires 12/21/2025

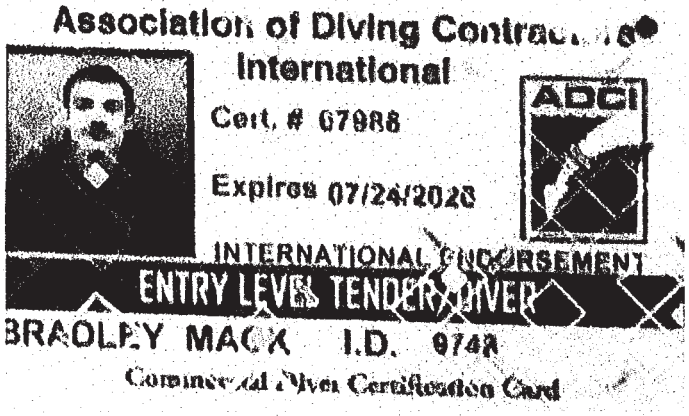
INTERNATIONAL ENDORSEMENT

ENTRY LEVEL TENDER/DIVER

ANTHONY G. CARTER I.D. 6905

Commercial Diver Certification Card




Association of Diving Contractors International

Cert. # 67988

Expires 07/24/2026

INTERNATIONAL ENDORSEMENT

ENTRY LEVEL TENDER/DIVER

BRADLEY MACK I.D. 9748

Commercial Diver Certification Card

Diving First Aid for Professional Divers Provider

Includes: CPR, Oxygen, First Aid, Neuro Assessment, & Hazardous Marine Life Injuries

Name: Bradley Mack
Completed: July 10, 2024
Instructor: Bradley Peterson
Instructor #:62045

Meets ILCOR/AHA 2021 Guidelines
This person has met or exceeded the performance requirements for course completion set by Divers Alert Network.
Expires two years from completed date.

DAN

Association of Diving Contractors International

Cert. # 68291

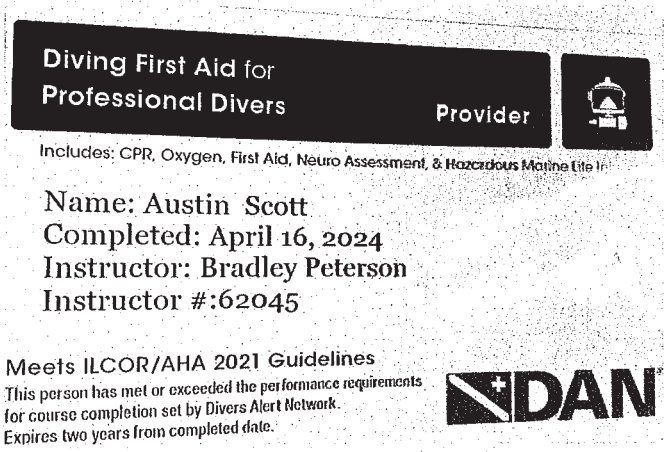
Expires 09/26/2026

INTERNATIONAL ENDORSEMENT

ENTRY LEVEL TENDER/DIVER

AUSTIN SCOTT I.D. 0140

Commercial Diver Certification Card


Diving First Aid for Professional Divers Provider

Includes: CPR, Oxygen, First Aid, Neuro Assessment, & Hazardous Marine Life I

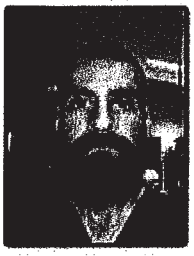
Name: Austin Scott
Completed: April 16, 2024
Instructor: Bradley Peterson
Instructor #:62045

Meets ILCOR/AHA 2021 Guidelines
This person has met or exceeded the performance requirements for course completion set by Divers Alert Network.
Expires two years from completed date.

DAN

InDeptr

Association of Diving Contractors International



Cert.# 57378

Expires 12/30/2030

ADCI

Surface-Supplied Air Diver

JOHN BUSTAMANTE **I.D. 21528**

Commercial Diver Certification Card

CPR & AED CERTIFICATION

For The Healthcare Professional

Chris Bustamante

This card certifies that the above individual has successfully completed the requirements and cognitive skills examination in accordance with the American Safety Training Institute curriculum in

▼ Adult CPR AED ▼ Child CPR AED ▼ Infant CPR AED

12/29/2025 Issue Date

12/29/2027 Renewal Date

ASTI AUTHORIZED CERTIFICATION CARD

AUTHORIZED SIGNATURE

CARD HOLDER SIGNATURE

CERTIFICATION ID SF59728597306

SUCCESSFUL COMPLETION DOES NOT GUARANTEE FUTURE PERFORMANCE

American Safety Training Institute programs follow national guidelines derived from the International Consensus on Cardiopulmonary Resuscitation and Emergency Cardiovascular Care with treatment recommendations

www.AmericanSTI.org

UNIVERSAL FIRST AID

For The Community And Workplace

Chris Bustamante

This card certifies that the above individual has successfully completed the requirements and cognitive skills examination in accordance with the American Safety Training Institute curriculum in

▼ Basic First Aid ▼ Adult First Aid ▼ Pediatric First Aid

12/29/2025 Issue Date

12/29/2027 Renewal Date

ASTI AUTHORIZED CERTIFICATION CARD

AUTHORIZED SIGNATURE

CARD HOLDER SIGNATURE

CERTIFICATION ID SF59728597306

SUCCESSFUL COMPLETION DOES NOT GUARANTEE FUTURE PERFORMANCE

American Safety Training Institute programs follow national guidelines derived from the International Consensus on Cardiopulmonary Resuscitation and Emergency Cardiovascular Care with treatment recommendations

www.AmericanSTI.org

EMERGENCY OXYGEN ADMINISTRATION
BLOODBORNE PATHOGENS & OPIM

For The Community And Workplace

Chris Bustamante

This card certifies that the above individual has successfully completed the requirements and cognitive skills examination in accordance with the American Safety Training Institute curriculum in

▼ Administration ▼ Safety ▼ Storage ▼ Prevention ▼ Cleanup

12/29/2025 Issue Date

12/29/2027 Renewal Date

ASTI AUTHORIZED CERTIFICATION CARD

AUTHORIZED SIGNATURE

CARD HOLDER SIGNATURE

CERTIFICATION ID SF59728597306

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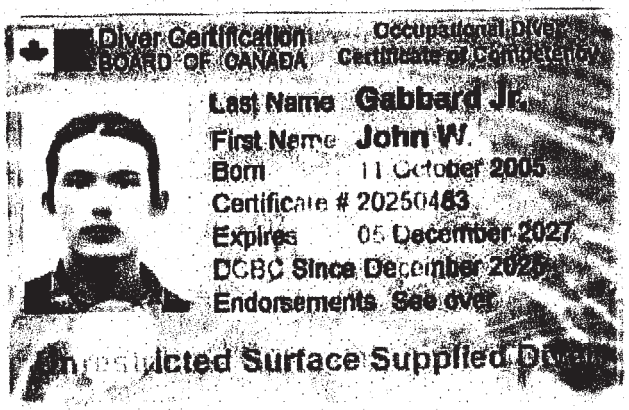
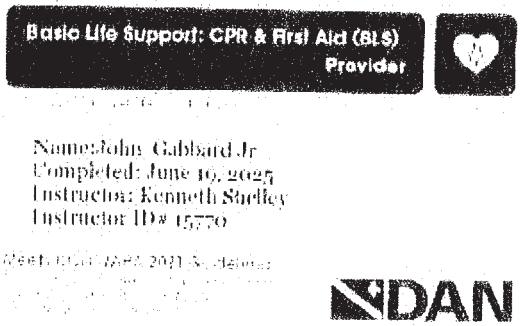
www.AmericanSTI.org





LICENSEE DETAILS

4:41:05 AM 12/19/2024

Licensee Information

Name:	ROGERS, ZACHARY (Primary Name) IN DEPTH INC. (DBA Name)
Main Address:	1473 OLD HAW CREEK RD. BUNNELL Florida 32110
County:	FLAGLER
License Location:	1473 OLD HAW CREEK RD BUNNELL FL 32110
County:	FLAGLER

License Information

License Type:	Certified Specialty Contractor
Rank:	Cert Specialty
License Number:	SCC131152633
Status:	Current,Active
Licensure Date:	01/18/2022
Expires:	08/31/2026

Special Qualifications	Qualification Effective
Construction Business	01/18/2022
Marine Specialty Contractor	01/18/2022

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Certified Specialty Contractor	IN DEPTH INC.	DBA	SCC131152633 Cert Specialty	Current, Active 08/31/2026
License Location Address*:	1473 OLD HAW CREEK RD BUNNELL, FL 32110			
Main Address*:	1473 OLD HAW CREEK RD. BUNNELL, FL 32110			
Construction Business Information	IN DEPTH INC.	Primary	Business Info	Current
License Location Address*:	1473 OLD HAW CREEK RD BUNNELL, FL 32110			
Main Address*:	555 WEST GRANADA BLVD SUITE E12 PALM COAST, FL 32174			

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MARINE SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ROGERS, ZACHARY

IN DEPTH INC.
1473 OLD HAW CREEK RD
BUNNELL FL 32110

LICENSE NUMBER: SCC131152633

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

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.

10

U.S. Department of Transportation
Federal Highway Administration

National Highway Institute

Certificate of Training

NATIONAL HIGHWAY INSTITUTE

Zachary Rogers

has participated in

FHWA-NHI-130091 Underwater Bridge Inspection

hosted by

Texas Department of Transportation

Date: February 25-28, 2020

Location: Austin, TX

Hours of Instruction: 24

Instructor

Instructor

Local Coordinator

Michael Davies, P.E.
Director, National Highway Institute

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

NORTON, ROBERT JESSE II

SWIFT WATER CONSULTANTS, LLC
821 S. NEWPORT AVE.
TAMPA FL 33606

LICENSE NUMBER: CGC1506240

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/21/2024

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.

11

2026 **2026**

CITY OF BUNNELL
LOCAL BUSINESS TAX RECEIPT

Issued To:

ZACHARY ROGERS
IN DEPTH INC
7 KAYWOOD PLACE
PALM COAST FL 32164

Date Issued: 10/01/2025
Business License #: 6428
Class: BUSINESS/REPAIR SERVICE
COMMERCIAL DIVING/INSPECTION
Expires: 9/30/2026

1473 OLD HAW CREEK RD

A penalty will be imposed on any persons failing to renew this Local Business Tax Receipt by September 30. This Local Business Tax Receipt does not constitute an endorsement, approval, or disapproval of the holder's skill or competence or for the compliance or noncompliance of the holder with other laws, regulations, or standards

Rebecca Brady
AUTHORIZED SIGNATURE

THIS LICENSE MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS

This Receipt is issued pursuant to County ordinance 87-36

2025/2026 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Account 1099261

EXPIRES September 30, 2026

Business Type Marine Contractor

Location 1473 Old Haw Creek Rd
Out Of Area FL 32110

Business Name **In Depth Inc**

New Business
Transfer

Tax	22.00
Penalty	0.00
Cost	0.00
Total	22.00

Owner Name In Depth Inc

Mailing Address 1473 Old Haw Creek Rd
Bunnell FL 32110

JENNIFER RAVAN
ST. JOHNS COUNTY TAX COLLECTOR

This receipt does not constitute a franchise, an agreement, permission or authority to perform the services or operate the business described herein when a franchise, an agreement, or other county commission, state or federal permission or authority is required by county, state or federal law.

This form becomes a receipt only when validated below

Paid by receipt(s) 2024-943429 on 07/09/25 for $22.00

2025 - 2026

FLAGLER COUNTY
BUSINESS TAX RECEIPT
SUBJECT TO COUNTY ZONING RESTRICTIONS
TAX RECEIPT MUST BE DISPLAYED ON PREMISES

ACCOUNT NO. 27567 | RECEIPT NO. 11771.000

BUSINESS PERIOD: October 01, 2025 - September 30, 2026

EXPIRES: SEPTEMBER 30, 2026

THE PERSON(S), OR ENTITY BELOW:
IN DEPTH INC

IN DEPTH INC
1473 OLD HAW CREEK RD
BUNNELL, FL 32110

Shelly Edmonson, CFC, Flagler County Tax Collector
P O Box 846, Bunnell, Florida 32110
Phone: (386) 313-4160 or Fax: (386) 313-4161

UPON A CHANGE OF OWNERSHIP OR LOCATION,
BUSINESS TAX RECEIPT SHOULD BE TRANSFERRED WITHIN 30 DAYS.

OWNED BY:
ZACHARY JAMES ROGERS

LOCATION:
1473 Old Haw Creek Rd
Bunnell, FL 32110

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

EXEMPTIONS:	0.00
MISCELLANEOUS PUBLIC SERVICE **315 COMMERICAL DIVE SERVICES**	$11.00
Receipt Fee	11.00
Late Penalty	
NSF Fee	
Transfer Fee	

Paid INT-24-00155336 07/08/2025 11.00

MAIN OFFICE: 1769 E Moody Blvd, Bldg 2, Suite 102, Bunnell, FL 32110

BRANCH OFFICES: Flagler Beach Office, 2525 Moody Blvd, Flagler Beach, FL 32136
Palm Coast Office, 213 St. Joe Plaza Drive, Palm Coast, FL 32164

ISSUED PURSUANT AND SUBJECT TO FLORIDA STATUTES AND FLAGLER 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.

TAX RECEIPT MUST BE DISPLAYED ON PREMISES

indepthservicesinc.com

MARINE CONSTRUCTION • DIVING • ENVIRONMENTAL REMEDIATION • INSPECTIONS • ROV & DRONE SERVICES • CULVERT INSPECTIONS • SEDIMENT & DEBRIS REMOVAL • TANK CLEANING & REPAIRS • BRIDGE & SEAWALL REHABILITATION • PILE REPLACEMENTS & DOCK & BULKHEAD REPAIRS • DREDGING • SITE CLEARING • HURRICANE RESPONSE • EMERGENCY MANAGEMENT • UNDERWATER WELDING & BURNING • MARINE SALVAGE & WRECK REMOVAL • SEARCH & RESCUE • PUMP INSPECTIONS & REPLACEMENT • UTILITY DISTRICTS • THEME PARKS • CHEMICAL PLANTS • SANITARY DISTRICTS • PORTS & HARBORS

SECTION 7
ATTACHMENTS

Bidders are hereby advised that they must complete the attachments found on the following pages of this section and submit them as part of their Bid.

A	Affidavit of Non-Collusion and Non-Interest of Toho Employees
B	E-Verify Use and Registration Certification
C	Bid Bond or Cashier's Check (If applicable)
D	Drug Free Workplace Compliance Form
E	Anti-Human Trafficking Affidavit

ATTACHMENT F -SAMPLE AGREEMENT

Bidders, please note that the contract is a sample and is intended to provide you with an opportunity to review the contents and specifically the terms and conditions, associated bonds and anticipated insurance requirements based on current cost estimates. Also, there may be references to specific Attachments and/or exhibits that are intended to be or may be incorporated into the final Contract depending on the negotiated final scope of work for the goods and services that are NOT present in the sample.

ATTACHMENT A
AFFIDAVIT OF NON-COLLUSIONS AND OF NON-INTEREST OF TOHO EMPLOYEES

Instructions: "Vendor(s)", defined as any person or entity responding to a formal solicitation issued by the Tohopekaliga Water Authority (**"Toho"**), must submit this form with their Solicitation Responses. The terms **"Contract"** and **"Agreement"** may be interchangeably used.

Vendor Name *(as on Sunbiz.org)*:	In Depth Inc
Solicitation/Contract Number:	IFB-26-015

Affidavit of Non-Collusion and of Non-Interest of Toho Employees

The undersigned hereby certifies that they are authorized to legally bind the Vendor of this Solicitation Response, that the only person(s) or party(s) interested in this Solicitation Response are those named in the Solicitation Response, that no officer, employee, or agent of the Tohopekaliga Water Authority or any other Vendor is interest in this Solicitation Response, that this Solicitation Response is made without fraud, that this Solicitation Response is made with no past or present collusion with any other person, firm, or corporation.

By submitting a Solicitation Response to the above-referenced Solicitation, Vendor also represents that this Solicitation Response has been prepared without collusion or fraud and in fair competition with other Vendors, without any restraint on free competition, and acknowledges that TOHO is acting in reliance upon that representation.

The undersigned hereby represents that they: make the above certifications based upon personal knowledge; are over the age of 18 years and otherwise competent to make the above certifications; and are authorized to legally bind and make the above certifications on behalf of Vendor.

Under penalties of perjury, the undersigned declares that they have read and understand the contents of the foregoing form. Pursuant to the authority granted to the undersigned by Vendor, the undersigned hereby acknowledges, affirms, and makes the above sworn statement.

By: _____
Authorized Representative on behalf of Vendor

Printed Name:
Zachary Rogers

Official Title:
President

STATE OF Florida

COUNTY OF Flagler

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 24th day of March, 2026, by Zachary Rogers, as President of In Depth Inc, a S Corporation authorized to do business in the State of Florida on behalf of the company/corporation. They ☑ are personally known to me or ☐ have produced _____ as identification.

(Seal)

SUSAN A. COUSLIN
Notary Public - State of Florida
Commission # HH 353022
My Comm. Expires Feb 28, 2027

Susan A. Couslin
Signature of Notary Public

Susan A. Couslin
Name of Notary Typed, Printed or Stamped

ATTACHMENT B
E-VERIFY USE AND REGISTRATION CERTIFICATION

Instructions: "Vendor(s)", defined as any person or entity seeking to engage in business with the Tohopekaliga Water Authority (**"Toho"**), must certify that they are registered and use the U.S. Department of Homeland Security's E-Verify system using this form. The terms **"Contract"** and **"Agreement"** may be interchangeably used.

Vendor Name *(as on Sunbiz.org)*:	In Depth Inc
Solicitation/Contract Number:	IFB-26-015

Section 448.095, Florida Statutes, Compliance Certification
Employment Eligibility

The undersigned, on behalf of the Vendor, hereby certifies as follows:

(A) Vendor acknowledges that Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States.

(B) Vendor acknowledges that, in accordance with Section 448.095(5), Florida Statutes: **(1)** the Vendor, and any subcontractor thereof, are required register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Vendor or subcontractor; and **(2)** Toho may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(C) Vendor hereby certifies that the Vendor is registered with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of the Contract.

(D) Vendor hereby certifies that it does not and shall not employ, contract, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes, is otherwise in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, and shall remain in compliance with such sections of Florida law during the term of any contract with Toho.

(E) Vendor hereby acknowledges that the language of the Solicitation and/or Contract notwithstanding, a contract terminated under Section 448.095(5), Florida Statutes, is not a breach of contract and may not be considered as such.

(F) Vendor hereby acknowledges and agrees that in the event that Vendor, or any subcontractor thereof, fails to comply with all applicable provisions of Sections 448.09 and 448.095, Florida Statutes, Toho reserves the right to exercise all remedies available to it at law and in equity, including without limitation recovery from the Vendor of the costs incurred by Toho as a result of termination of the Agreement under the aforementioned Florida statutes.

(G) Attached to this form is a true and correct copy of the Vendor's proof of registration in the E-Verify system.

(H) Vendor shall ensure compliance with the requirements of Sections 448.09 and 449.095, Florida Statutes, by any and all of its subcontractors, and shall require all subcontractors performing

work under the Contract to provide this same certification form, with party names changed as applicable. Toho reserves the right to request copies of each such subcontractor's form.

Initials: _____

EXECUTION OF ABOVE CERTIFICATION

The undersigned hereby represents that they: make the above certification based upon personal knowledge; are over the age of 18 years and otherwise competent to make the above certification; and are authorized to legally bind and make the above certification on behalf of the Vendor.

Under penalties of perjury, the undersigned declares that they have read and understand the contents of the foregoing form. Pursuant to the authority granted to the undersigned by Vendor, the undersigned hereby acknowledges, affirms, and makes the certification provided above on behalf of Vendor.

By: _____

Authorized Representative on behalf of Vendor

Printed Name:
Zachary Rogers

Official Title:
President

Date:
3/24/2026

STATE OF Florida

COUNTY OF Flagler

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 24th day of March, 2026, by Zachary Rogers, as President of In Depth Inc, a S Corporation authorized to do business in the State of Florida on behalf of the company/corporation. They ☑ are personally known to me or ☐ have produced _____ as identification.

(Seal)

SUSAN A. COUSLIN
Notary Public - State of Florida
Commission # HH 353022
My Comm. Expires Feb 28, 2027

Susan A. Couslin

Signature of Notary Public

Susan A. Couslin

Name of Notary Typed, Printed or Stamped

ATTACHMENT D
DRUG FREE WORKPLACE COMPLIANCE FORM

Instructions: "Vendor(s)", defined as person or entity seeking to engage in business with the Tohopekaliga Water Authority (**"Toho"**), must use this form to certify that they will take the requisite "affirmative steps" as discussed below. The terms **"Contract"** and **"Agreement"** may be interchangeably used.

Vendor Name *(as on Sunbiz.org)*:	In Depth Inc
Solicitation/Contract Number:	IFB-26-015

Drug-Free Workplace Compliance Form

Contractor shall comply with all provisions of the Drug-Free Work Place Act of 1988, 41 U.S.C. §8101 et seq., as amended. The Contractor shall commit to comply with this requirement by completing this form and submitting it with its Bid. In order to have a drug-free workplace program, Contractor certifies that it will:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

5) Impose a sanction on, or require 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 the Project.

Vendor's Initials: _____

EXECUTION OF ABOVE CERTIFICATION

The undersigned hereby represents that they: make the above certification based upon personal knowledge; are over the age of 18 years and otherwise competent to make the above certification; and are authorized to legally bind and make the above certification on behalf of the Vendor.

Under penalties of perjury, the undersigned declares that they have read and understand the contents of the foregoing form. Pursuant to the authority granted to the undersigned by Vendor, the undersigned hereby acknowledges, affirms, and makes the certification provided above on behalf of Vendor.

By: _____

Authorized Representative on behalf of Vendor

Printed Name:
Zachary Rogers

Official Title:
President

STATE OF Florida

COUNTY OF Flagler

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 24th day of March, 2026, by Zachary Rogers, as President of In Depth Inc, a S Corporation authorized to do business in the State of Florida on behalf of the company/corporation. They ☑ are personally known to me or ☐ have produced _____ as identification.

(Seal)

SUSAN A. COUSLIN
Notary Public - State of Florida
Commission # HH 353022
My Comm. Expires Feb 28, 2027

Susan A. Couslin

Signature of Notary Public

Susan A. Couslin

Name of Notary Typed, Printed or Stamped

ATTACHMENT E
ANTI-HUMAN TRAFFICKING AFFIDAVIT

Instructions: "Nongovernmental Entity", defined as any person or entity seeking to engage in business with the Tohopekaliga Water Authority **("Toho")**, must complete the following form. The terms **"Contract"** and **"Agreement"** may be used interchangeably.

Nongovernmental Entity Name	In Depth Inc
Solicitation/Contract Number(s):	IFB-26-015

The undersigned, on behalf of the Nongovernmental Entity, hereby attests as follows:

A. The Nongovernmental Entity understands and affirms that Section 787.06(13), Florida Statutes, prohibits Toho from executing, renewing, or extending a contract with entities that use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes.

B. The Nongovernmental Entity hereby attests, under penalty of perjury, that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

C. The Nongovernmental Entity understands and affirms that if at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify Toho and no contracts may be executed, renewed, or extended with Toho.

The undersigned hereby represents that they: make the above attestation based upon personal knowledge; are over the age of 18 years and otherwise competent to make the above attestation; and are authorized to legally bind and make the above attestation on behalf of the Nongovernmental Entity.

Under penalties of perjury, the undersigned declares that they have read and understand the contents of the foregoing document and that the facts stated in it are true.

Authorized Signature: _____

Printed Name: Zachary Rogers

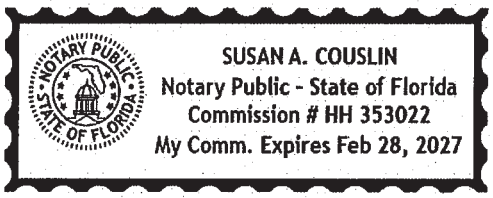
Title: President

Date: 3/24/2026

STATE OF Florida
COUNTY OF Flagler

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 24th day of March, 2026, by Zachary Rogers, as President on behalf of the Nongovernmental Entity. They ☑ are personally known to me or ☐ have produced _____ as identification.

Susan A. Couslin
Signature of Notary Public
Susan A. Couslin
Name of Notary Typed, Printed or Stamped
My Commission Expires: 2/28/2027



Attachment 1
Anti-Human Trafficking Affidavit

Instructions: "Nongovernmental Entity", defined as any person or entity seeking to engage in business with the Tohopekaliga Water Authority ("Toho"), must complete the following form. The terms "Contract" and "Agreement" may be used interchangeably.

Nongovernmental Entity Name	In Depth Inc.
Solicitation/Contract Number(s):	IFB-26-015

The undersigned, on behalf of the Nongovernmental Entity, hereby attests as follows:

A. The Nongovernmental Entity understands and affirms that Section 787.06(13), Florida Statutes, prohibits Toho from executing, renewing, or extending a contract with entities that use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes.

B. The Nongovernmental Entity hereby attests, under penalty of perjury, that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

C. The Nongovernmental Entity understands and affirms that if at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify Toho and no contracts may be executed, renewed, or extended with Toho.

The undersigned hereby represents that they: make the above attestation based upon personal knowledge; are over the age of 18 years and otherwise competent to make the above attestation; and are authorized to legally bind and make the above attestation on behalf of the Nongovernmental Entity.

Under penalties of perjury, the undersigned declares that they have read and understand the contents of the foregoing document and that the facts stated in it are true.

Authorized Signature: _____
Printed Name: Zachary Rogers
Title: President
Date: 4/21/2026

STATE OF Florida
COUNTY OF Flagler

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of April, 2026, by Zachary Rogers, as President on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced _____ as identification.

Susan A. Couslin
Signature of Notary Public
Susan A. Couslin
Name of Notary Typed, Printed or Stamped
My Commission Expires: 2/28/2027

SUSAN A. COUSLIN
Notary Public - State of Florida
Commission # HH 353022
My Comm. Expires Feb 28, 2027

Toho Water Authority
Bringing you life's most precious resource

DOCUMENT PROCESSING FORM

Date: 4/30/2026 Requester Name: Mursal Mzee

Department: Procurement Service Extension: 407 473 2931

Title of Document: STORAGE TANK INSPECTION CLEAN & MTCE

Project Number: IFB-26-015 Project Name: _____

Step 1 - Document Type:	Step 2 - Required Actions/Supporting Documents:
☐ Sub-Metering Agreement	
☐ Lift Station Closing	
☐ Recoverable License Agreement	
☐ Notice of Satisfaction	☐ Customer Account Ledger attached
☐ Notice of Lien	☐ Letter to Customer re Lien Issue attached ☐ Customer Account Ledger attached ☐ **Signed Promissory Note from Customer attached**
☐ Developer Service Agreement	☐ DSA Checklist (signed) attached
☐ Other: _____	☐ List **any** required pre-actions/supporting information:
☑ BOARD DOCUMENTS (Board signatures required)	☑ Board Meeting Date: 5/13/26 Agenda Item # 7H ☐ Board Already Delegated Authority? Date provided: _____
☑ HUMAN TRAFFICKING AFFIDAVIT – **Required** for Agreements and Contracts (check to confirm Affidavit is attached)	
Step 3 - Sign Off Panel: attached document has been reviewed/approved for CEO/Board signature.	
Department Sign-Off:	
Legal Owner/Parcel ID checked:	
General Counsel Sign-Off:	
Step 4 - Actions Post CEO/Board Signature	
☐ Attest/Notary Required	
☐ Executed Document to Legal for Recording (including ILAs):- ☐ Osceola ☐ Orange ☐ Polk	
☐ CEO-signed document Received for Recording:- _____ Sent for Recording:- _____	
☐ Scan to Laserfiche & Notify Requestor	
☑ Return to Requestor	
Requestor Notes:	Legal Admin Notes:

IN DEPTH INC.

Commercial Diving Operations

STANDARD OPERATING PROCEDURE

Underwater Two-Component Epoxy Coating Repair of Submerged Steel and Concrete Structures

Reference Material: PPG AQUATAPOXY® A6 THICK, Two-Component, 100% Solids Epoxy Coating (Part A – Resin / Part B – Hardener)

SOP Number	IDS-DIVE-SOP-014	**Revision**	1.0
Effective Date	July 15, 2026	**Review Cycle**	Annual, or upon material/process change
Prepared By	In Depth Inc. – Dive Operations	**Approved By**	_____
Applies To	Commercial diving personnel performing underwater coating repairs	**Document Owner**	Dive Superintendent / QA Manager

Distribution: This procedure is a controlled template intended for adaptation to specific client structures, water bodies, and site conditions. Site-specific values (surface temperature, water depth, structure type, discharge permissions) must be confirmed prior to each project and recorded in the Job Hazard Analysis / Dive Plan.

1. Purpose

This Standard Operating Procedure (SOP) establishes the required methods, materials, sequence of operations, and quality controls for commercial divers performing localized underwater coating repairs — removal of corrosion and compromised coating followed by application of a two-component epoxy patch — on submerged steel and concrete structures. It is written for reuse across client structures (tanks, reservoirs, intake structures, pipelines, and similar confined or semi-confined water-retaining assets) where isolated areas of coating failure or corrosion are identified and repaired in place without full structure dewatering, blasting, or recoat.

This SOP governs the coating repair task itself. It does not supersede, and is not a substitute for, the diving contractor's dive safety program, job hazard analysis (JHA), or confined-space entry procedures, which must be developed and executed separately for each project.

2. Scope

Applies to spot repair of localized areas of exposed/corroded steel or compromised coating on submerged steel or concrete structures, using hand and power tool surface preparation followed by application of a two-component, 100% solids epoxy coating rated for underwater and potable water service. Repairs are performed by a working diver while submerged, addressing one identified area at a time until all areas identified in the pre-job survey have been treated.

Out of scope: full-structure recoating, abrasive (blast) surface preparation, spray application, structural repair of the steel or concrete substrate itself, and diver safety / confined-space entry protocols, which are addressed in the dive operations program referenced in Section 4.

3. Definitions and Abbreviations

Term	Definition
SP-2 (Hand Tool Cleaning)	SSPC surface preparation standard specifying removal of loose rust, loose mill scale, and loose paint using non-powered hand tools such as wire brushes, scrapers, and chipping hammers. Tightly adherent material may remain.
SP-3 (Power Tool Cleaning)	SSPC surface preparation standard specifying removal of loose rust, loose mill scale, and loose paint using power-driven tools such as power wire brushes, grinders, and sanders. Produces a cleaner, more uniform surface than SP-2.
Part A / Part B	Part A is the epoxy resin component (AQUATAPOXY A6 THICK GRAY – A). Part B is the amine curing agent / hardener (AQUATAPOXY A6 – B). The two are mixed 1:1 by volume immediately before use.
Pot Life	The working time after Part A and Part B are combined during which the mixed material remains workable before it becomes too viscous to apply.
DFT / WFT	Dry Film Thickness / Wet Film Thickness — the cured (or as-applied) coating thickness, measured in mils (thousandths of an inch).
NSF/ANSI 61	The North American standard governing health-effects of products in contact with drinking water. This product is qualified under NSF/ANSI Standard 61/600 for potable water tanks and pipes.
Holiday	A discontinuity, pinhole, or void in the applied coating film that exposes the substrate.

Term	Definition
SDS / PDS	Safety Data Sheet / Product Data Sheet issued by the manufacturer (PPG) for this product.

4. Reference Documents and Standards

- SSPC-SP 2, Hand Tool Cleaning
- SSPC-SP 3, Power Tool Cleaning
- PPG AQUATAPOXY® A6 THICK GRAY – A, Safety Data Sheet, Version 1.01, dated 13 February 2025 (Product code 00479727)
- PPG AQUATAPOXY® A6 – B, Safety Data Sheet, Version 5, dated 13 February 2025 (Product code 00464362)
- PPG AQUATAPOXY® A-6 Product Data Sheet, Ref. P827, dated August 20, 2025 (governing product family data sheet; confirm the current A6 THICK-specific data sheet with the PPG distributor prior to each project, as build/DFT guidance differs from standard A-6)
- NSF/ANSI/CAN Standard 61 – Drinking Water System Components – Health Effects
- AWWA D102 / ANSI-AWWA C210 – Liquid-Epoxy Coating Systems for Steel Water Storage Tanks and Pipelines
- In Depth Inc. Dive Operations Manual and project-specific Job Hazard Analysis (governs diver safety, confined-space entry, and dive team composition — not superseded by this SOP)

NOTE: This SOP references SSPC-SP 2 and SP-3 as the governing surface preparation standard for this task, per client and site requirements. Both standards are written primarily for atmospheric, dry-condition application; use of trained, experienced divers and the sequence in Section 9 is intended to achieve the equivalent visual cleanliness underwater.

5. Roles and Responsibilities

5.1 Dive Supervisor

Confirms structure access, water clarity, and site conditions permit safe execution of this SOP; verifies material condition and shelf life prior to job start; authorizes commencement and completion of each repair area; maintains the repair log described in Section 13.

5.2 Working Diver

Performs surface preparation, debris removal, and epoxy application per Section 9; visually inspects each completed patch before moving to the next location; communicates surface conditions, material behavior, and any deviations to the surface via diver communications.

5.3 Standby Diver / Tender

Provides surface support, monitors diver communications and umbilical, and is prepared to assist per the dive plan. Where material is mixed at the surface (Section 9.4), the tender or a designated topside mixer prepares batches and lowers them to the working diver via messenger line or lift bag, timed to the product's pot life.

5.4 Topside Mixer (may be the tender or a dedicated crew member)

Wears the PPE specified in Section 7 while measuring, mixing, and packaging Part A and Part B; mixes only the quantity that can be used by the diver within the pot life specified in Section 9.4; logs mix time on each batch sent down.

6. Materials and Equipment

6.1 Coating Material

Component	Product	Function
Part A	AQUATAPOXY A6 THICK GRAY – A (Resin)	Epoxy resin base; mixed 1:1 by volume with Part B
Part B	AQUATAPOXY A6 – B (Hardener)	Amine curing agent; initiates cure on mixing with Part A

Material is NSF/ANSI Standard 61/600 qualified for use on potable water tanks and pipes and meets ANSI/AWWA C210 requirements for liquid-epoxy coating systems. Confirm the current certificate/listing and approved color for the specific project before use, as NSF 61 certification is color- and formulation-specific.

6.2 Surface Preparation Tools

- Wire brush (hand) — SP-2 loose rust, mill scale, and coating removal
- Chipping hammer — breaking and removing corrosion / rust nodules
- Pneumatic underwater grinder with sanding disc or wire wheel attachment — SP-3 power tool cleaning
- Stiff bristle brush — final sweep of prepared surface and feathered margin

6.3 Debris Removal Equipment (as required by structure type / client preference)

- 3-inch underwater suction/discharge pump and hose, discharging to the exterior of the tank or structure
- Sediment/debris containment (filter sock or settling bag) on the discharge line where required by discharge permit or client environmental requirements

6.4 Mixing and Application Tools

- Small mixing bucket(s), sized to a single pot-life batch
- Mixing paddle or stir stick
- Flexible putty knife / spatula (trowel) — primary application tool for the thick-film patch
- Natural or synthetic bristle paintbrush — feathering edges and working material into surface irregularities
- Messenger line or lift bag — lowering mixed material batches to the working diver
- Timer or dive watch — tracking pot life from the moment of mixing

6.5 Inspection Tools

- Underwater camera / diver helmet camera for documentation
- Wet film thickness (WFT) gauge, where required to verify applied thickness

7. Health, Safety, and Personal Protective Equipment

CAUTION: The current PPG Safety Data Sheet for Part B classifies the hardener as Skin Corrosion Category 1B, Serious Eye Damage Category 1, Skin Sensitization Category 1B, Carcinogenicity Category 1A, and Specific Target Organ Toxicity (Repeated Exposure) Category 1. This is a severe-hazard material — causes serious skin burns and eye damage, may cause cancer, and causes organ damage through prolonged or repeated exposure. Part A is classified Skin Irritation Category 2, Eye Irritation Category 2A, Skin Sensitization Category 1B, and Carcinogenicity Category 2. Undiluted contact with either component, and particularly Part B, must be prevented at every stage of handling.

7.1 Hazard Summary

Hazard Category	Part A (Resin)	Part B (Hardener)
Skin	Irritation – Category 2	Corrosion – Category 1B (severe burns)
Eyes	Irritation – Category 2A	Serious eye damage – Category 1
Sensitization	Category 1B (allergic skin reaction)	Category 1B (allergic skin reaction)
Carcinogenicity	Category 2 (contains TiO_2, IARC 2B)	Category 1A (contains crystalline silica; may cause cancer)
Repeated exposure	Not classified	STOT-RE Category 1 (organ damage)
Ingestion	Not acutely toxic	Acute Toxicity Category 4 – harmful if swallowed
Recommended gloves	Butyl rubber	Nitrile or neoprene
Recommended eye/face protection	Chemical splash goggles	Chemical splash goggles AND face shield

7.2 Topside Mixing and Handling PPE

Anyone measuring, mixing, or transferring uncured Part A or Part B at the surface (Section 9.4) shall wear, at minimum:

- Chemical splash goggles and a face shield (Part B is a severe eye hazard)
- Chemical-resistant gloves rated for both components — nitrile or neoprene gloves are recommended based on Part B's more severe classification; verify breakthrough time with the glove manufacturer for the specific glove in use
- Long-sleeved, body-covering protective clothing; contaminated clothing must not be worn home or laundered with other garments
- Eyewash station or equivalent flushing capability within immediate reach of the mixing station

7.3 Diver-Side Handling

The diver's dry suit, gloves, and full-face mask or helmet provide the primary skin and eye barrier while submerged. Additional controls:

- Confirm dive glove material is resistant to prolonged epoxy/amine contact; inspect gloves for degradation or breakthrough before and after each use
- Avoid contact between mixed material and suit seals, wrist seams, or exposed skin at the neck/wrist dam
- Decontaminate gloves, tools, and exposed suit surfaces before the diver exits the water or removes any PPE
- No eating, drinking, or smoking during handling; wash hands and face thoroughly after doffing PPE

7.4 First Aid

Exposure Route	Response
Eye contact	Remove contact lenses if present. Flush eyes with clean water for at least 15 minutes, holding eyelids open. Seek immediate medical attention — do not delay for Part B exposure.
Skin contact	Remove contaminated clothing/gloves immediately. Wash affected skin thoroughly with soap and water. For Part B, treat as a chemical burn and seek medical attention.
Inhalation	Remove person to fresh air. Keep warm and at rest. Seek medical attention if symptoms persist.
Ingestion	Do NOT induce vomiting. Rinse mouth. Seek immediate medical attention or contact Poison Control; have the SDS available for responders.

Emergency contact numbers from the manufacturer's SDS: (412) 434-4515 (U.S.), (514) 645-1320 (Canada). Confirm current emergency numbers against the SDS in effect at time of use and post them at the surface control point for each job.

8. Pre-Job Preparation

1. Confirm structure type (steel or concrete), service (potable or non-potable), and whether the structure will be dewatered, drained, or returned to service following repair — this determines the applicable cure/return-to-service requirement in Section 10.
2. Confirm water temperature and, where accessible, ambient/topside temperature; both affect pot life (Section 9.4) and cure time (Section 10).
3. Inspect Part A and Part B containers: confirm product identity, batch/lot numbers match, containers are within shelf life (minimum 12 months from manufacture when stored per label), and neither component shows signs of contamination, settling that cannot be re-mixed, or damage.
4. Confirm the color/formulation on hand matches the client's required NSF/ANSI 61 certified color if the structure is a potable water asset.
5. Stage all tools listed in Section 6 at the work location; confirm the pneumatic grinder and suction pump (if used) are functional before diver entry.
6. Conduct a pre-job briefing covering the number and approximate location of areas to be repaired, sequence of work, communication protocol, and this SOP's procedure steps. Diver safety, confined-space entry, and emergency procedures are covered separately per the dive operations program referenced in Section 4.

9. Repair Procedure

9.1 Locate and Assess the Repair Area

7. The diver enters the structure and visually surveys the identified surfaces for compromised coating, exposed/corroded steel, or rust nodules, per the pre-job survey.
8. At each area, assess the extent of the defect and mark or note its boundary so that surface preparation extends beyond the visibly compromised area into sound, adherent coating.

9.2 Surface Preparation (SSPC-SP 2 / SP-3)

9. Using the wire brush and chipping hammer, break and remove all loose rust, rust nodules, and loose or delaminated coating from the compromised area, consistent with SSPC-SP 2, Hand Tool Cleaning.
10. Continue mechanical cleaning until bare, sound metal is exposed across the full compromised area, with no loose rust, mill scale, or coating remaining on the repair surface.
11. Wire brush the surrounding margin of sound, existing coating adjacent to the bare metal to remove any surface contamination and to lightly abrade/dull the coating surface where the new patch will overlap it, promoting mechanical adhesion of the patch edge.
12. Where the diver determines additional cleaning or a more uniform surface is required, use the pneumatic underwater grinder fitted with a sanding pad or wire wheel to complete power tool cleaning consistent with SSPC-SP 3, focusing on remaining tightly adherent rust or coating and on smoothing the transition into the surrounding sound surface.
13. Sweep the prepared surface with the stiff bristle brush to remove loose particulate immediately before proceeding to debris removal.

NOTE: Prepared surfaces should be free of visible rust, scale, oil, and loose material, with bare metal exposed across the repair area and a feathered, roughened margin extending into the surrounding sound coating. Because hand and power tool cleaning cannot achieve the surface profile of abrasive blasting, apply the epoxy patch as soon as practical after preparation to minimize flash rusting or recontamination of the bare metal before coating.

9.3 Debris Removal

14. Where required by structure type, water clarity, or client preference, remove loosened corrosion products and coating fragments generated during Section 9.2 using the 3-inch underwater suction pump, discharging to the exterior of the tank or structure.
15. Confirm the discharge point and method comply with the client's environmental and discharge requirements before use; where required, fit the discharge line with sediment/filter containment to prevent uncontrolled release of solids to the surrounding environment.
16. Where the removed material may include legacy coating of unknown composition (e.g., older structures that may have been coated prior to modern coating formulations), characterize the existing coating before discharge and follow the client's and applicable regulatory requirements for handling and disposal of that debris — this suction/discharge step removes solids only and is not intended for disposal of any uncured epoxy or liquid product, which is addressed in Section 11.
17. Confirm the prepared surface is free of loose debris and standing sediment before proceeding to mixing and application.

9.4 Material Mixing

18. Mix Part A and Part B at a 1:1 ratio by volume. Individually stir each component before combining, as pigment/filler settling can occur in storage.
19. Combine Part A and Part B in the mixing bucket and mix thoroughly — approximately 3 minutes — until the material is a uniform color with no light or dark streaking.
20. Mix only the quantity that can be applied within the pot life: 30 minutes at 72°F (22°C). Pot life shortens as temperature or batch size increases and lengthens as they decrease — confirm actual working time against ambient/water temperature on the day of the work, and reduce batch size in warmer conditions.

21. Record the mix time on each batch. Do not apply material past its pot life; discard any unused material once it becomes difficult to tool or begins to gel.
22. Lower the mixed batch to the working diver via messenger line or lift bag immediately after mixing, or mix diver-side in a small bucket if surface-to-diver transfer is not practical for the site — in either case the same pot-life limit applies from the moment of mixing.

CAUTION: Do not mix large batches to “save trips.” Mixing generates an exothermic reaction; larger masses retain heat and cure faster, shortening usable working time and increasing the risk of the diver working material past its pot life underwater.

9.5 Application

23. Using the spatula or putty knife, apply the mixed epoxy over the full bare-metal area first, working the material into the surface and eliminating trapped water pockets or voids as it is applied.
24. Extend the patch onto the surrounding prepared margin of sound coating (see Section 9.2), tooling the leading edge to a smooth, feathered taper rather than a hard edge — this transition is where most repair failures originate if left thick or unbonded.
25. Use the paintbrush to work material into pits, corners, weld seams, or irregular surface features that the spatula cannot access directly, and to lay off/smooth brush-applied edges.
26. Build the patch to a thickness consistent with the project specification. In the absence of a project-specific thickness callout, apply within the manufacturer's recommended film-build range for this product and verify with a wet film thickness gauge where available; apply in multiple lifts within the manufacturer's recoat window if a single application will not achieve the required thickness without sagging.
27. Visually confirm before moving on: full coverage of the target area with no exposed metal, no pinholes or holidays, a level, smooth surface tooled free of ridges or trowel marks, and a feathered, adhered margin into the surrounding sound coating.
28. Photograph or video-document the completed patch via diver camera for the repair log (Section 13).
29. Clean tools of uncured material between batches using the manufacturer's recommended cleaning solvent topside; do not clean tools underwater.

9.6 Sequence Through the Structure

Repeat Sections 9.1 through 9.5 at each identified location until all areas of compromised coating or corrosion documented in the pre-job survey have been repaired. Where new areas of concern are discovered during the dive, log the location and treat it under the same procedure, subject to the Dive Supervisor's authorization and remaining bottom time.

10. Cure Schedule and Return to Service

Milestone	Time at 77°F (25°C)	Notes
Dry to touch	4 hours	Surface no longer wet to contact
Recoat / overcoat window	Tack-free minimum; 12 hours maximum	If exceeded, abrade and clean before applying an additional lift

Milestone	Time at 77°F (25°C)	Notes
Initial cure (standard service)	8 hours	Coating can generally withstand light traffic or flow; full chemical resistance not yet reached
Cure for NSF/ANSI 61 potable water service	3 days	Required before returning a potable water structure to service

CAUTION: These times are manufacturer figures at 77°F (25°C). Submerged water temperature at most project sites will be lower, which slows cure — do not apply the 3-day potable-service figure as a fixed clock without adjusting for actual water temperature. Confirm actual cure status before returning a potable structure to service using a tack/thumbprint test on a witness sample or test patch held at the same temperature as the repair, and consult the manufacturer's technical service for temperature-adjusted cure guidance where water temperature is materially below 77°F.

Do not disturb, load, or expose completed patches to flow/traffic before the initial cure has been confirmed, and do not return a potable water structure to service before the NSF 61 cure has been confirmed by the method above.

11. Waste, Spill, and Discharge Management

11.1 Uncured Material and Empty Containers

- Dispose of unused mixed material, empty containers, and container residue via a licensed waste disposal contractor in accordance with local, state/provincial, and federal regulations.
- Empty containers retain product residue and are considered hazardous; do not reuse containers.

11.2 Spill Response (topside mixing station)

- Stop the source of the spill if it can be done without risk.
- Contain the spill and prevent it from reaching soil, waterways, drains, or sewers.
- Absorb with inert, non-combustible absorbent material and place in a container for disposal per Section 11.1.
- Report any spill that reaches the water body or environment to the Dive Supervisor immediately and to the appropriate regulatory authority as required.

11.3 Suction Pump Discharge

Debris removed under Section 9.3 (loosened corrosion and coating fragments) discharged via the 3-inch suction pump must comply with the client's environmental and discharge requirements for the structure and jurisdiction. Confirm discharge point, any required filtration/sediment containment, and whether the existing coating being removed requires characterization (see Section 9.3) before each project. This discharge pathway is for solid debris only — uncured or spilled liquid epoxy must never be introduced to the suction/discharge system and is handled per Sections 11.1–11.2.

12. Emergency Response

Chemical exposure first aid is addressed in Section 7.4. Diver emergency procedures (loss of communication, entanglement, air supply, medical emergency, or emergency ascent/extraction) are governed by the dive operations program and project-specific emergency action plan referenced in Section 4 and are not superseded by this SOP.

13. Documentation and Records

The Dive Supervisor maintains a repair log for each project recording, at minimum:

- Structure identification, date, and dive team
- Location/identifier of each repair area, with photo or video reference
- Mix time and batch size for each application, and applying diver
- Approximate applied thickness and any deviations from Section 9
- Any spill, exposure, or deviation from this SOP, and the corrective action taken

14. Training and Competency

Personnel performing this procedure must be current commercial divers under the contractor's dive safety program and must complete SDS-based hazard communication training on both product components before first use, with refresher training upon any SDS revision. Topside mixing personnel must be trained on Section 7.2 PPE requirements and the pot-life/exotherm caution in Section 9.4 before performing mixing duties.

Appendix A: Source Product Data Summary

Figures below are drawn directly from the manufacturer's current Safety Data Sheets and Product Data Sheet:

Property	Part A (Resin)	Part B (Hardener)
Physical state / color	Liquid, various (gray shown)	Liquid, brown
Relative density	1.3	1.7
Density	10.85 lb/gal	14.19 lb/gal
Flash point (closed cup)	185°C (365°F)	100°C (212°F)
% Solids by weight	99.8%	99.8%
Storage temperature limit	Do not store above 50°C (122°F)	Do not store above 50°C (122°F)
Shelf life	≥ 12 months, cool/dry storage	≥ 12 months, cool/dry storage

Mixed Product / Application Data (Product Data Sheet Ref. P827)

Property	Value
Mix ratio (by volume)	Part A : Part B = 1 : 1
VOC / solids	0.0 lb/gal VOC; 100% solids by volume
Pot life	30 minutes at 72°F (22°C)
Substrate temperature range (application)	40–120°F (4–49°C); at least 5°F above dew point
Manufacturer surface prep reference (steel, immersion)	SSPC-SP1 solvent clean + SSPC-SP10 near-white blast, 2.5–5.0 mil profile (see Section 4 note on this SOP's use of SP-2/SP-3)
Certifications	NSF/ANSI Standard 61/600 (potable water tanks and pipes); ANSI/AWWA C210 / AWWA D102

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Use of Titusville Police Department Forfeiture Funds**

Department/Office: Law Enforcement

Recommended Action:

Approve the request and the attached budget amendment. Approve the use of $15,000 in available forfeiture funds to support anticipated expenses associated with the Titusville Police Department's annual National Night Out event and other community outreach initiatives conducted throughout the remainder of FY 2026.

Summary Explanation & Background:

The Police Department is requesting approval to utilize restricted forfeiture funds in the amount of $15,000.

$15,000 will be utilized to support anticipated expenses associated with the Titusville Police Department's annual National Night Out event and other community outreach initiatives conducted throughout the year.

The TPD remains committed to building and maintaining positive relationships with the residents, businesses, and visitors of the City of Titusville. Throughout the year, the Department participates in and hosts numerous community outreach events designed to encourage communication, strengthen partnerships, and create meaningful interactions between law enforcement officers and the community. One of the Department's largest annual outreach initiatives is National Night Out, which brings together law enforcement, community organizations, local businesses, families, and residents in a positive and welcoming environment. The event promotes public safety awareness, neighborhood involvement, crime prevention, and stronger relationships between officers and the people they serve. The requested funding will assist with anticipated expenses related to National Night Out and other community engagement events, including event supplies, equipment, educational materials, activities, promotional items, and other necessary outreach-related costs.

These initiatives provide valuable opportunities for the Department to increase transparency, share public-safety information, highlight available resources, and bridge the gap between law enforcement and the community.

The total expenditure will not exceed **$15,000** and will be paid entirely from available forfeiture funds.

Alternatives:
To not approve and reduce our ability to improve community relations and departmental effectiveness.

Item Budgeted:
No

Source/Use of Funds/Budget Book Page:
Source: $15,000 Restricted Fund Balance109-0000-389.11-04
Use: $15,000 Operating Supplies 109-5555-521.52-01

Strategic Plan:
Goal 2: Efficient & Effective Services

Strategic Plan Impact:
Approval of the request strengthens overall departmental relations with citizens and the community.

ATTACHMENTS:
1. FY26 Forfeiture Memo Aug 11, 2026 City Council - 15,000.00 NNO
2. BA - TPD Forfeiture Funds Request

Titusville Police Department
Office of the Chief of Police

Memorandum

To:	Thomas Abbate, City Manager
From:	Tyler Wright, Interim Chief of Police TW 107
CC:	Andriene Treasure, City Attorney
Date:	July 28th, 2026
Subject:	Certification for use of Forfeiture Funds
Reference:	RTC – Appropriate Forfeiture Fund Dollars to fund National Night Out/Community Outreach ($15,000.00)

This serves as written certification that the use of Forfeiture fund monies in the amount of $15,000.00 which upon approval will be transferred to forfeiture Operating Supplies account 109-5555-552.52-01 in the Report to Council "Appropriate Forfeiture Fund Dollars to fund National Night Out/Community Outreach ($15,000.00)", listed on the City Council Consent Agenda for August 11th 2026, comply with the provisions of Florida State Statute 932.7055, and the Federal Equitable Sharing Fund Guide.

Budget Amendment/Transfer Form

Source of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
109-0000-389.11-04		RESTRICTED	$ 15,000	Budget Amendment
		Total	**$ 15,000**	

Use of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
109-5555-521.52-01		OPERATING SUPPLIES/OPERATING SUPPLIES	$ 15,000	Budget Amendment
		Total	**$ 15,000**	

Input Name:	Budget Office Approval:	Notes:
		AUGUST 11, 2026 REGULAR CITY COUNCIL MEETING - TPD FORFEITURE FUNDS REQUEST
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: **Public Works Equipment - Paint Machine**

Department/Office: Public Works

Recommended Action:
Approve the issuance of a purchase order for the purchase of a Graco Grindlazer System including a Paint Machine and Finder in the amount of $42,835 from Aramsco Inc.

Summary Explanation & Background:
City Council approved the replacement of the following equipment during the budget approval process for FY26:

Description	Budget	Quote	Supplier
Paint Machine	$44,900	$42,835	Aramsco

The paint machine and grinder is used to install, maintain, and remove pavement markings, including traffic lines, crosswalks, stop bars, directional arrows, and parking spaces.

To secure the most competitive pricing from various national cooperatives, local cooperative contracts and local vendors, and multiple suppliers, providing detailed equipment specifications for each item and requesting a quote for their best cooperative contract pricing for all eligible equipment they could provide before the end of FY26. For equipment standardization a Graco brand system was quoted.

Two quotes were received, one at $42,835 and one at $44,590. Staff recommends that City Council approve the purchase of the Graco Grindlazer system from Aramsco Inc., for the purchase of a Graco paint machine and grinder system.

Alternatives:
Do not approve and do not purchase the equipment

Item Budgeted:

Yes

Source/Use of Funds/Budget Book Page:
Use: 001-5555-513.64-00-Z02603 - Capital Vehicles/Equipment $42,835

Strategic Plan:
Goal 2: Efficient & Effective Services

Strategic Plan Impact:
This action plans for the timely replacement of necessary equipment.

ATTACHMENTS:
1. Aramsco price quote Paint Equipment

Aramsco, Inc. / Interlink Supply
3001 Industrial Ave 3
FORT PIERCE, FL 34946
Phone 321-332-1341
Fax

Quotation

EXPIRATION DATE	QUOTE NUMBER
08/19/2026	S7749002

Aramsco, Inc. / Interlink Supply
3001 Industrial Ave 3
FORT PIERCE, FL 34946
Phone 321-332-1341
Fax

PAGE NO.
1 of 2

QUOTE TO:

CITY OF TITUSVILLE
101 N SINGLETON AVE
ATTN: RODNEY LADD
TITUSVILLE, FL 32796-2522

SHIP TO:

CITY OF TITUSVILLE
101 N SINGLETON AVE
ATTN: RODNEY LADD
TITUSVILLE, FL 32796-2522

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
667228	LineLazer 200HP Ref & HDDriver		Daniel Brocksmith

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Daniel Brocksmith	DS DIRECT SHIP	NET 30 DAYS	06/04/2026	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
	SHIPPING INSTRUCTIONS Direct, Delivered at no charge. Delivery Requirements: -All Units to be delivered ready for full operation, filled with fuel and all required fluids- in brand new condition. -At time of delivery, competent Vendor rep is required to provide a minimum of 4 hours of operator start-up and maintenance training to City of Titusville Public Works Department Personell.		
1ea	2646-6110 GRACO 17H465 LINELAZER V 200HS, REFLECTIVE SERIES, INCLUDES 2 GUNS W/ PRESSURIZED GLASS BEAD SYSTEM **** Item Not Returnable ****	18610.000/ea	18610.00
1ea	2601-6232 GRACO 262005 GRACO LINEDRIVER HD, RIDE-ON SYSTEM WITH HONDA GX 200CC	8525.000/ea	8525.00
1ea	1682-0755 NONSTOCK GENERIC PRODUCT **** Item Not Returnable **** Graco PN: 26a740 GRINDLAZER SYSTEM,HPDC1013DCS,10CRBDTIP M	11825.000/ea	11825.00

** Continued on Next Page **

Quotation

EXPIRATION DATE	QUOTE NUMBER
08/19/2026	S7749002

	PAGE NO.
Aramsco, Inc. / Interlink Supply 3001 Industrial Ave 3 FORT PIERCE, FL 34946 Phone 321-332-1341 Fax	2 of 2

Aramsco, Inc. / Interlink Supply
3001 Industrial Ave 3
FORT PIERCE, FL 34946
Phone 321-332-1341
Fax

QUOTE TO:

CITY OF TITUSVILLE
101 N SINGLETON AVE
ATTN: RODNEY LADD
TITUSVILLE, FL 32796-2522

SHIP TO:

CITY OF TITUSVILLE
101 N SINGLETON AVE
ATTN: RODNEY LADD
TITUSVILLE, FL 32796-2522

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
667228	LineLazer 200HP Ref & HDDriver		Daniel Brocksmith

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Daniel Brocksmith	DS DIRECT SHIP	NET 30 DAYS	06/04/2026	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	***Price Desk 1682-0755 NONSTOCK GENERIC PRODUCT **** Item Not Returnable **** Graco PN: 26A591 GRINDLAZER SYSTEM, STD DC89G,8CRBD MIL M ***Price Desk Delivery Requirements: -All Units to be delivered ready for full operation, filled with fuel and all required fluids- in brand new condition. -At time of delivery, competent Vendor rep is required to provide a minimum of 4 hours of operator start-up and maintenance training to City of Titusville Public Works Department Personell.	3875.000/ea	3875.00

Prices are firm for 7 days, subject to change without notice after 7 days. This total may not reflect all charges for taxes, freight, fuel surcharges or handling fees. Please contact your sales rep for additional information. Terms of sales are available at www.aramsco.com/terms-conditions. Thank you.

Subtotal	42835.00
S&H Charges	0.00
Estimated Tax	0.00
Amount Due	42835.00

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Budget Amendment for Argyle/Westwood Ditch Grading**

Department/Office: Public Works

Recommended Action:
Approve the budget amendment to fund the ditch grading project on the Westwood/Argyle ditch.

Summary Explanation & Background:
Recent and persistent flooding has occurred in the Westwood Villas neighborhood. The drainage ditch located between Westwood Drive and Argyle Drive serves properties within both the City and Brevard County; however, the ditch itself is located entirely within the City limits.

To help ensure the ditch conveys stormwater as efficiently as possible, it must be regraded and realigned. Because the City does not own the specialized equipment necessary to perform this work, SDV Services, the City's continuing services contractor for stormwater maintenance and repairs, was asked to provide a proposal. Under City Contract No. CN23B019TB, SDV Services submitted a proposal totaling $124,924 for the following work:

1. Regrade the entire south ditch bank.
2. Realign the ditch bottom.
3. Grade the ditch bottom from east to west.
4. Clean the outfalls at the east and west ends of the ditch.
5. Regrade the northwest headwall area where fill was recently placed to match the south end.
6. Install filter fabric and broken concrete at the east and west outfalls.
7. Grade and sod the disturbed area at 1730 Bryn Mawr Drive.
8. Install coconut matting over disturbed ditch-bank areas to provide erosion control.

The FY 2026 Stormwater Operating Budget does not contain sufficient funding to complete this project. However, funding is available through revenues collected above the amount originally estimated/budgeted.

Staff recommends that City Council approve a budget amendment in the amount of

$124,924 to appropriate the necessary funding to the Stormwater Operating Budget for completion of the Westwood Villas drainage improvements.

Alternatives:
Do not approve the project and do not move forward with the project

Item Budgeted:
No

Source/Use of Funds/Budget Book Page:
Source: 406-0000-343.90-02-Stormwater Revenue - $124,924
Use: 406-1614-538.46-01-Repairs & Maint Services - $124,924

Strategic Plan:
Goal 1: Quality of Life

Strategic Plan Impact:
By providing maintenance of the City's infrastructure.

ATTACHMENTS:
1. SDV Westwood Ditch Quote
2. BA - Argyle - Westwood Ditch Grading

SDV Services LLC
Quality Construction Services

July 30, 2026

Ms. Sandra Reller

City of Titusville

Attn: Westwood/Argyle Ditch Cleaning

Pursuant to your request, please find below our lump sum cost to provide labor, material and equipment to perform the following:

1. Regrade the entire south ditch bank
2. Realign ditch bottom
3. Grade east to west ditch bottom
4. Clean out east and west end outfalls
5. Regrade NW headwall area at recently placed fill to match south end.
6. Place filter fabric and broken concrete at east and west end outfalls.
7. Grade and sod disturbed area at 1730 Bryn Mawr Drive.

Lump Sum: $96,160.00

Add alternate: to furnish and install coconut mat over disturbed ditch bank areas to aid erosion control.

Add: $28,764.00

Please review the above and advise how you wish to proceed. Our crews are available to mobilize at your direction.

Sincerely

F Del Kelley

Project Manager

1313 S Washington Avenue * Suite C * Titusville, Florida 32780
(321)267-7073 Fax: 267-2211
Email: sdvservicesnl@yahoo.com

Budget Amendment/Transfer Form

Source of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
406-0000-343.90-02		STORMWATER REVENUE	$ 124,924	Budget Amendment
		Total	**$ 124,924**	

Use of Funds:
FY2026

Account Number	Project Number	Description	Amount	Budget Amendment/ Budget Transfer
406-1614-538.46-01		REPAIRS & MAINT SERV/GENERAL	$ 124,924	Budget Amendment
			$ -	Budget Amendment
		Total	**$ 124,924**	

Input Name:	Budget Office Approval:	Notes:
		08/11/26 REGULAR CITY COUNCIL MEETING - ARGYLE/ WESTWOOD DITCH GRADING
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: **Ordinance No. 15-2026 - Cell Towers in Community Commercial (CC) Zoning District**

Department/Office: Planning

Recommended Action:

Conduct the second reading and final public hearing of Ordinance No. 15-2026, an ordinance of the City of Titusville, Florida, amending the Code of Ordinances to allow transmission towers as a conditional use in the Community Commercial (CC) zoning district by amending Sections 28-54, “Use Table”, and 28-220, “Transmission Tower”; providing for severability, repeal of conflicting ordinances, incorporation into the code, and an effective date. (This is a legislative item.) (The first public hearing was held at the regular City Council meeting on July 28, 2026 at 6:30 p.m. This is the second reading and the final public hearing.)

At their regular meeting on July 8, 2026, the Planning and Zoning Commission recommended approval, 7-0.

Summary Explanation & Background:

Section 34-37 of the Code allows the City Council or a property owner (or their authorized agent) to request changes to the Land Development Regulations. These changes may include additions, deletions, or revisions and must follow the same review process as a rezoning application. If a proposed change affects the Comprehensive Plan, it must also be processed as a Comprehensive Plan amendment.

The City received an application to amend the Land Development Regulations (LDRs) to allow transmission towers in the CC zoning district through a Conditional Use Permit (CUP). Currently, transmission towers are only permitted with a CUP in industrial zoning districts (M-1, M-2, M-3, and PID).

The applicant has identified a wireless coverage gap in an area of the City where no industrially zoned properties are available. Pursuant to Florida Statutes Section 365.172(13)(b)(3), the applicant has contacted the City to discuss potential solutions to address the coverage deficiency and the limitations of the current regulations.

Attached is the applicant's proposed ordinance.

If City Council is inclined to approve the ordinance then the staff will recommend certain performance conditions be added, including distances and screening.

Alternatives:

- Adopt the ordinance with changes.
- Do not adopt the ordinance.

Item Budgeted:
N/A

Source/Use of Funds/Budget Book Page:
N/A

Strategic Plan:
Goal 1: Quality of Life
Goal 4: Economic Development
Goal 6: Community Design

Strategic Plan Impact:

ATTACHMENTS:
1. Ordinance Draft
2. Application
3. Justification Statement
4. Omnicom Technical Review Report
5. RF Justification Package La Cita Hilltop Verizon Wireless
6. Staff Cell Tower Research Summary
7. Business Impact Estimate_Transmission Tower in CC 2026 BIE_Recd 6-23-2026
8. Transmission Tower Ad_1 of 2__7-2-2026
9. Transmission Tower_Ad 2 of 2_7-30-2026

ORDINANCE NO. X-2026

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES TO ALLOW TRANSMISSION TOWERS AS A CONDITIONAL USE IN THE COMMUNITY COMMERCIAL (CC) ZONING DISTRICT BY AMENDING SECTIONS 28-54, "USE TABLE", AND 28-220, "TRANSMISSION TOWER"; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, the City of Titusville received an application from Vertex Development, LLC, to consider an amendment to the City's Land Development Regulations to permit transmission towers in the Community Commercial (CC) zoning district with a conditional use permit; and

WHEREAS, the City's Land Development Regulations currently only permit transmission towers in the Light Industrial and Warehousing (M-1), Industrial (M-2), Highway Industrial Infill (M-3), and Planned Industrial Development (PID) zoning districts with a conditional use permit; and

WHEREAS, the City's current permitted areas allowing transmission towers only in industrial zoned areas may be deemed too restrictive to promote the intent of Florida Statute, Section 365.172; and

WHEREAS, the applicant has provided technical data identifying an existing telecommunications network coverage deficiency within the city limits of the City of Titusville; and

WHEREAS, the applicant's data demonstrates that there are no properties zoned M-1, M-2, M-3, or PID within a 1-mile radius of the proposed location for a transmission tower intended to resolve the telecommunications network coverage deficiency; and

WHEREAS, the City Council desires to expand the potential locations for transmission towers to minimize coverage deficiencies in telecommunications network coverage by permitting transmission tower uses within the Community Commercial (CC) zoning district with a conditional use permit.

BE IT ENACTED BY 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, City of Titusville is hereby amended to read as follows:

Sec. 28-54. Use Table.

Click here to view the Use Table as a PDF.

	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	
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						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	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

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SECTION 3: That Chapter 28, "Zoning", Article V, "Use Standards", Division 4, "Industrial", Section 28-54, "Use Table", of the Code of Ordinances, City of Titusville is hereby amended to read as follows: Sec. 28-220. Transmission tower.

Sec. 28-220. Transmission tower.

(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	
			C			C	C	C	C	
GU	OR	P	DMU		UMU	SMU	RMU		UV	IRCN
			D U	M C			100 200 300	400 500		

(b) *Reserved.*

(c) *Standards.*

(1) Regulations for nonconforming transmission towers are established in Section 34-349.

(d) *Standards for conditional uses - these uses require public hearings.*

(1) In the Community Commercial (CC), Light Industrial Services and Warehousing (M-1), Industrial (M-2), Highway Industrial Infill (M-3), and Planned Industrial Development (PID) zoning districts, transmission towers:

a. Shall be located on the site so as to provide a minimum distance equal to the height of the tower from all property lines unless the applicant is able to produce a certified fall zone letter by the tower manufacturer. This letter shall define the exact breakpoint, which shall be equal to the setback distance from the closest property line. Stand-alone towers (monopoles) should be encouraged wherever possible to ensure an aesthetic appeal to the community.

b. Shall be reviewed to determine the aesthetic effects of the proposed tower on surrounding areas as well as mitigating factors concerning aesthetics.

c. The Council may disapprove an application on the grounds that the proposed tower's aesthetic effects are incompatible, or may condition approval on changes in tower height, design, style, buffers, or other features of the wireless communications facility or its surrounding area. Such changes in non-broadcast installations need not result in performance identical to that of the original application.

DRAFT

d. Factors relevant to aesthetic effects include: the protection of the view in sensitive or scenic areas and areas specially designated in adopted plans such as unique natural features, scenic roadways, and historic sites; the concentration of towers in the proposed area; and whether the height, design, placement, or other characteristics of the proposed tower could be modified to have a less intrusive visual impact.

e. If Council determines that the proposed additional service of non-broadcast facilities, coverage, or capacity to be achieved by the location of the proposed facility can be achieved by use of one (1) or more alternative existing wireless communications facilities it may deny the proposed antenna support facility application.

f. Prior to effecting the removal of any tower, the City shall provide notice and an opportunity to be heard to both the landowner and the CUP holder who shall show cause why the tower should not be removed in accordance with the provisions and requirements of the ordinance. A notice describing the reason for removal and the date of a hearing before the City Council shall be served by certified mail, fax, actual delivery, or U.S. mail (if otherwise undeliverable) at least twenty-one (21) days prior to the hearing. The time for effecting removal shall be tolled.

g. Transmission towers in the Community Commercial (CC) zoning district shall be located a minimum one mile from the nearest transmission tower and must be located a minimum of 400-feet from a residential building. The enclosure shall be screened with an opaque solid fence and evergreen vegetation. Vegetation shall reach a minimum 8 feet in height within one year of planting.

SECTION 4. 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 5. 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 6. 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 7. 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

DRAFT

Titusville
Gateway to Nature & Space

APPLICATION FOR REZONING (REZ) / PLANNED DEVELOPMENT (PD) / MASTER PLAN (MP)

Please submit electronically a completed application including 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: Vertex Development Proposed LDR Text Amendment	Property Address/Location Description: S of Knox McCrae Drive, E of Barna
2. Type of Request	Rezoning (REZ) ☐ Planned Development (PD) ☐ Master Plan (MP) ☐	
2. Applicant/ Owner	Name of Applicant/Contact: KEARLY D SOLIK, ESQ. DOTY SOLIK LAW	Name of Owner: HELOW PROPERTIES, LTD
	Street Address: 121 S. ORANGE AVE STE 1500	Street Address: 7545 Centurion Pkwy STE 102
	City: ORLANDO State: FL Zip: 32801	City: Jacksonville State: FL Zip: 32256
	Telephone #: 407 367 7868 Fax #:	Telephone #: Fax #:
	E-Mail Address: msolike dotysolik law.com	E-Mail Address:
3. Applicant Status	☐ Owner ☒ Tenant ☐ Agent ☐ Other	
4. Parcel ID	22-35.21-00-5	**Tax Acct.** 2210560
5. Site Size	Acres: 5.94	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.:	
	SUBJECT SITE: Vacant	
	NORTH: 7-11 Gas & Convenience Store	
	SOUTH: Andrew Jackson Middle School	
	EAST: Andrew Jackson Middle School	
	WEST: Commercial / Retail	

7. Current Future Land Use Designation	Future Land Use: COM			
8. Existing Zoning District	CC			
9. Proposed Zoning District	N/A			
10. Building Status	Existing Building(s) on the site? NO		New Buildings Proposed?	
11. Note any previous rezonings on the site				
12. Check other applications submitted	Conditional Use ☐	Vacation of Easement ☐	Master Plan Approval ☐	Rezoning ☐
	Vacation of Right of Way ☐	Site Plan ☐	Subdivision/ Plat ☐	Other: X LDR Text Amendment
13. Narrative	Please provide a brief description of your request and the proposed project: (Attach separate narrative page if necessary) See Justification Statement Submitted herewith.			

- **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.
6. I understand that as the Applicant, I must hold a public meeting prior to the scheduling of any public hearings before the Planning and Zoning Commission or City Council for this item. Notices for this meeting must be sent to all property owners within 500 feet of the subject property.

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/ Mary D Soh _____ 4/15/26
(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: _____

JUSTIFICATION STATEMENT

On behalf of Vertex Development, LLC, I am submitting this proposed amendment to the City of Titusville's Land Development Regulations ("LDR"). The justification for this request is as follows:

Vertex Development, LLC is a cell tower developer looking to build a new tower in Titusville to support the needs of its customer, Verizon Wireless. The City of Titusville LDRs currently restrict cell tower locations only to properties with industrial or PID zoning designations. Verizon has a coverage deficiency in an area of the City where no industrially zoned properties exist. Vertex has identified a parcel currently zoned CC located within the Verizon search area and has secured a lease. This property is surrounded mostly by residentially zoned and developed properties. We have previously reached out to the City pursuant to Florida Statutes Section 365.172(13)(b)(3) to initiate discussions with the City for a solution to this prohibition of coverage due to the City's limiting regulations. After independent review of the factual and technical support provided by Vertex and Verizon, City Staff proposed a developer initiated land development regulation amendment. Vertex now proposes a LDR amendment that would expand the list of zoning categories where cell towers are allowed as conditional uses to include the CC zoning category. No other changes to the City's current cell tower regulations are propsosed.

February 26, 2026

OMNICOM CONSULTING GROUP, INC.

TECHNICAL REVIEW REPORT

La Cita Helow FL-5188 Zoning Case

for

City of Titusville

This report is in response to the City of Titusville (City) request to perform Consulting Services related to the potential need for a new wireless communications tower within a zoning district that currently is not allowed. Specifically, OCG was tasked with addressing the following excerpt from the City's LDC:

> *A local government may exclude the placement of wireless communications facilities in a residential area or residential zoning district but only in a manner that does not constitute an actual or effective prohibition of the provider's service in that residential area or zoning district.* ***If a wireless provider demonstrates to the satisfaction of the local government that the provider cannot reasonably provide its service to the residential area or zone from outside the residential area or zone, the municipality or county and provider shall cooperate*** *to determine an appropriate location for a wireless communications facility of an appropriate design within the residential area or zone. The local government may require that the wireless provider reimburse the reasonable costs incurred by the local government for this cooperative determination. An application for such cooperative determination shall not be considered an application under paragraph (d)."*

OCG has reviewed and analyzed all the data provided from the City which included but not limited to current zoning maps, current communication tower locations and Verizon Wireless provide coverage prediction maps in the area of concern. Based on this review there is a need for a communications tower in and around the proposed tower location.

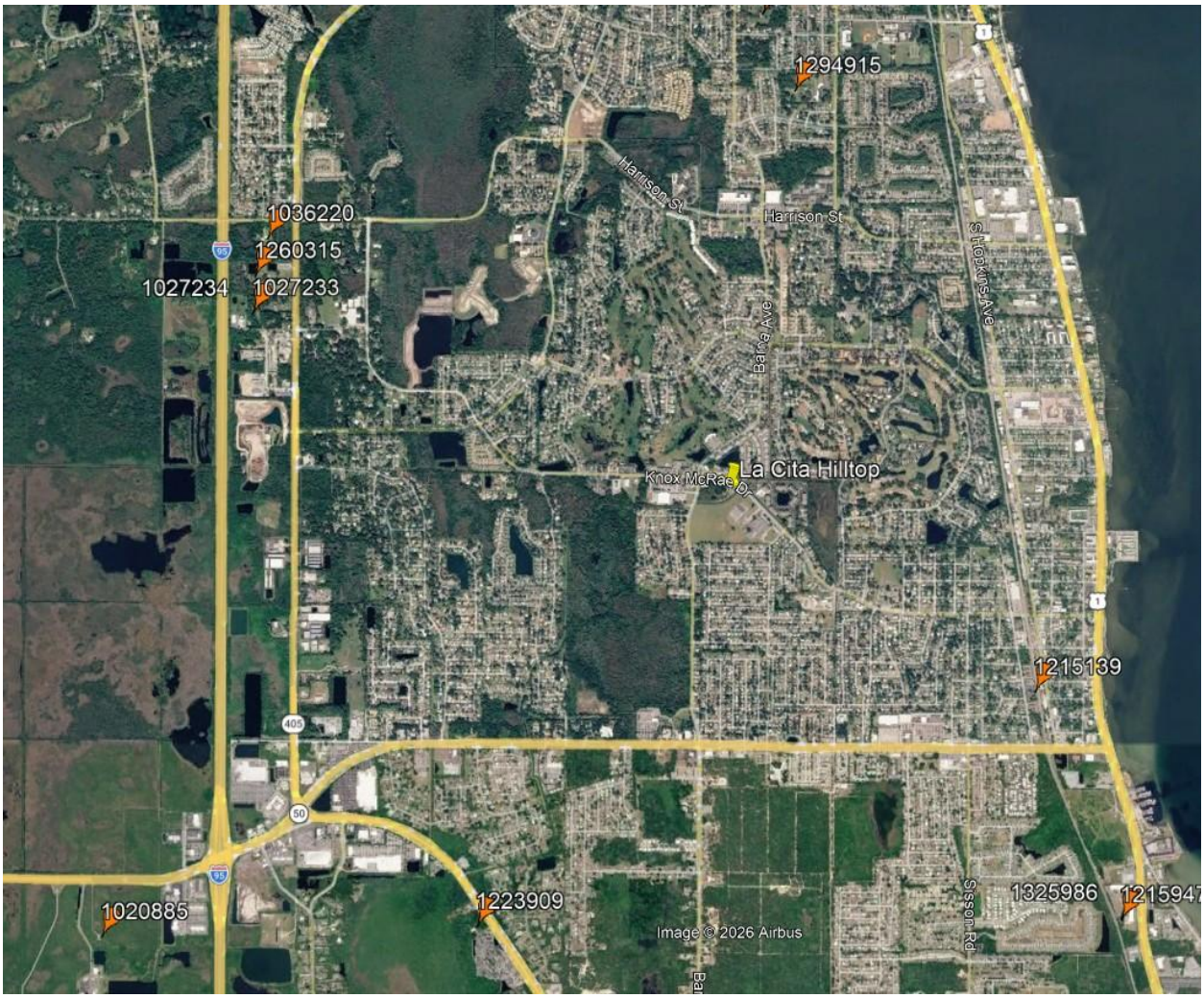
The optimal solution would be for the installation of a "typical" monopole style communications tower that would support multiple tenants. Given that there is a large area of relatively dense population in the area of concern it is likely that the other major commercial carriers would eventually co-locate on a tower structure in this area. A less optimal solution which does not serve all potential commercial carriers in the area of concern would be the deployment of small cell "light pole" sites through out the area of coverage deficiency.

Based on OCG's analysis the best and most optimal solution to mitigate commercial carrier coverage deficiencies in the area of concern would be to construct a monopole tower of at least 150' in height somewhere in close proximity to the current proposed tower location.

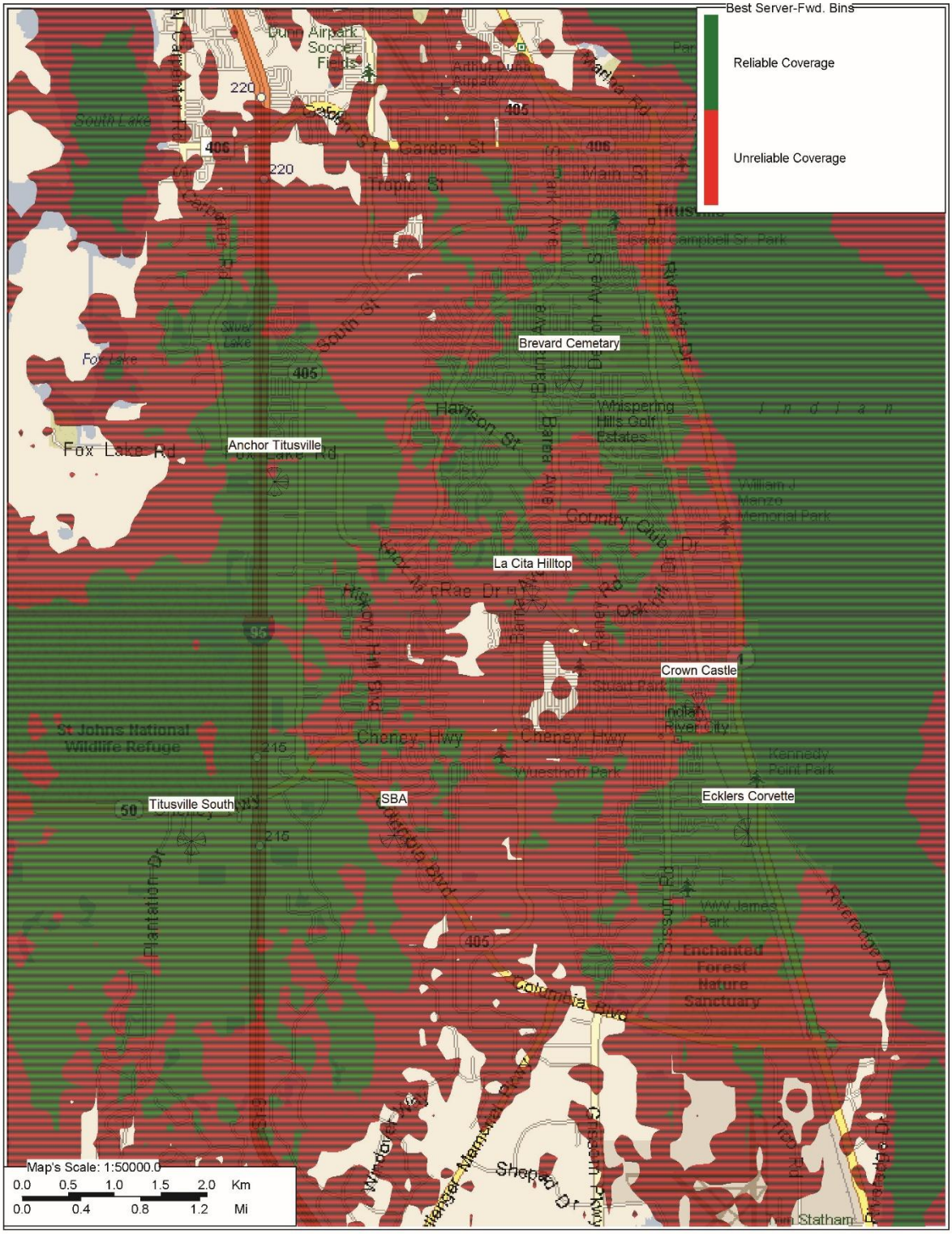
Submitted by:

Christopher J. Monzingo, P.E., PMP

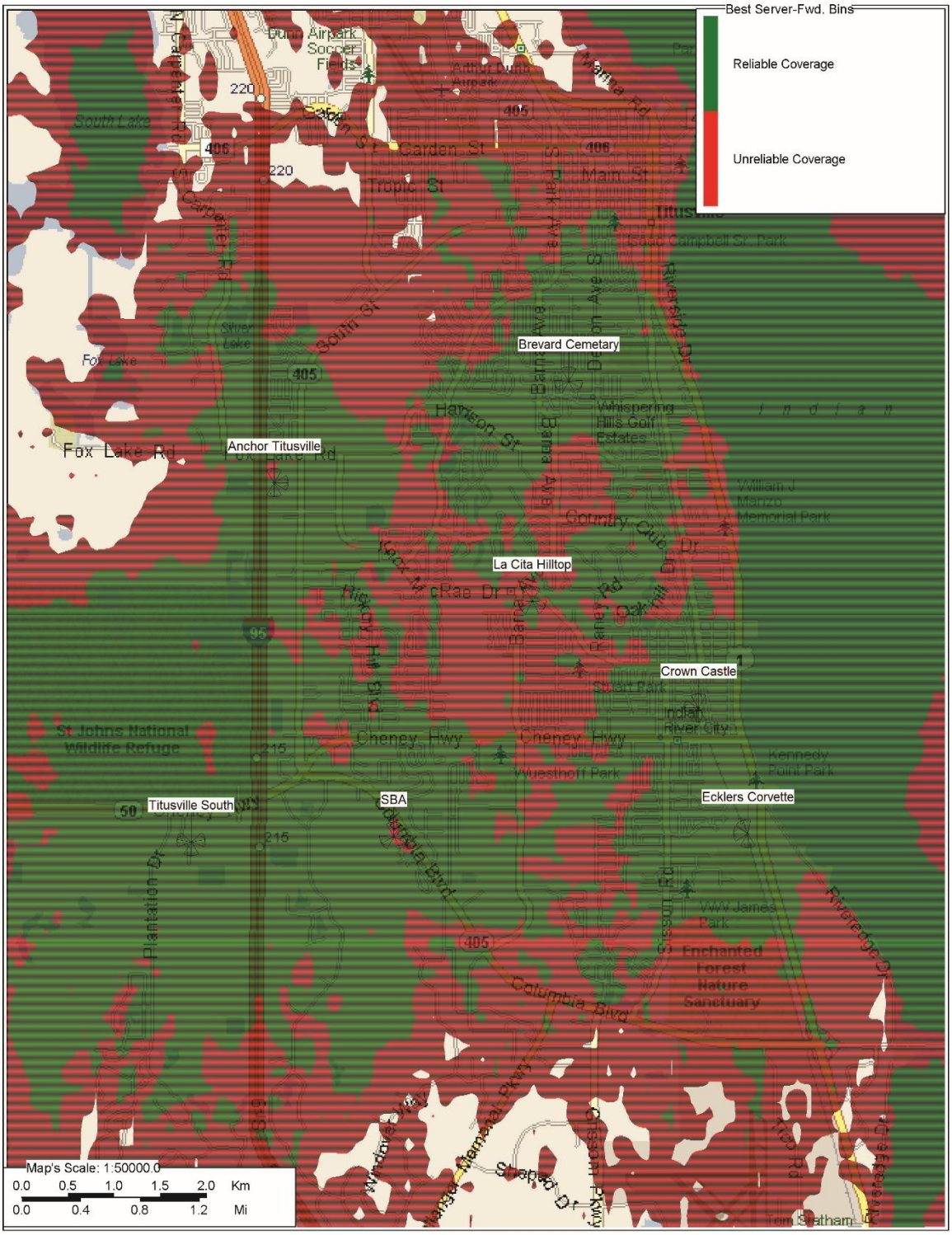
Vice-President



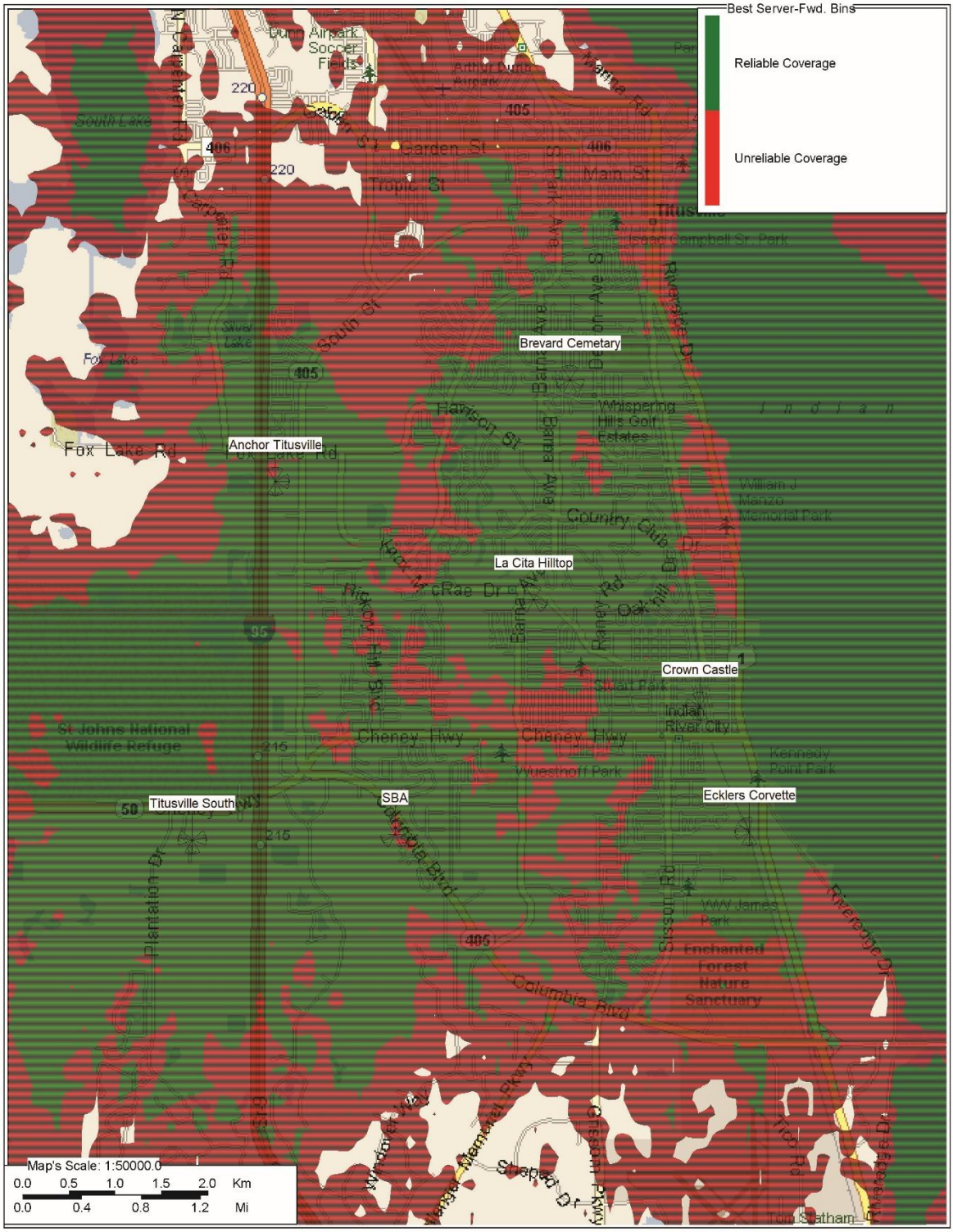
Existing Tower Search Ring



Verizon Coverage Without Proposed Sites



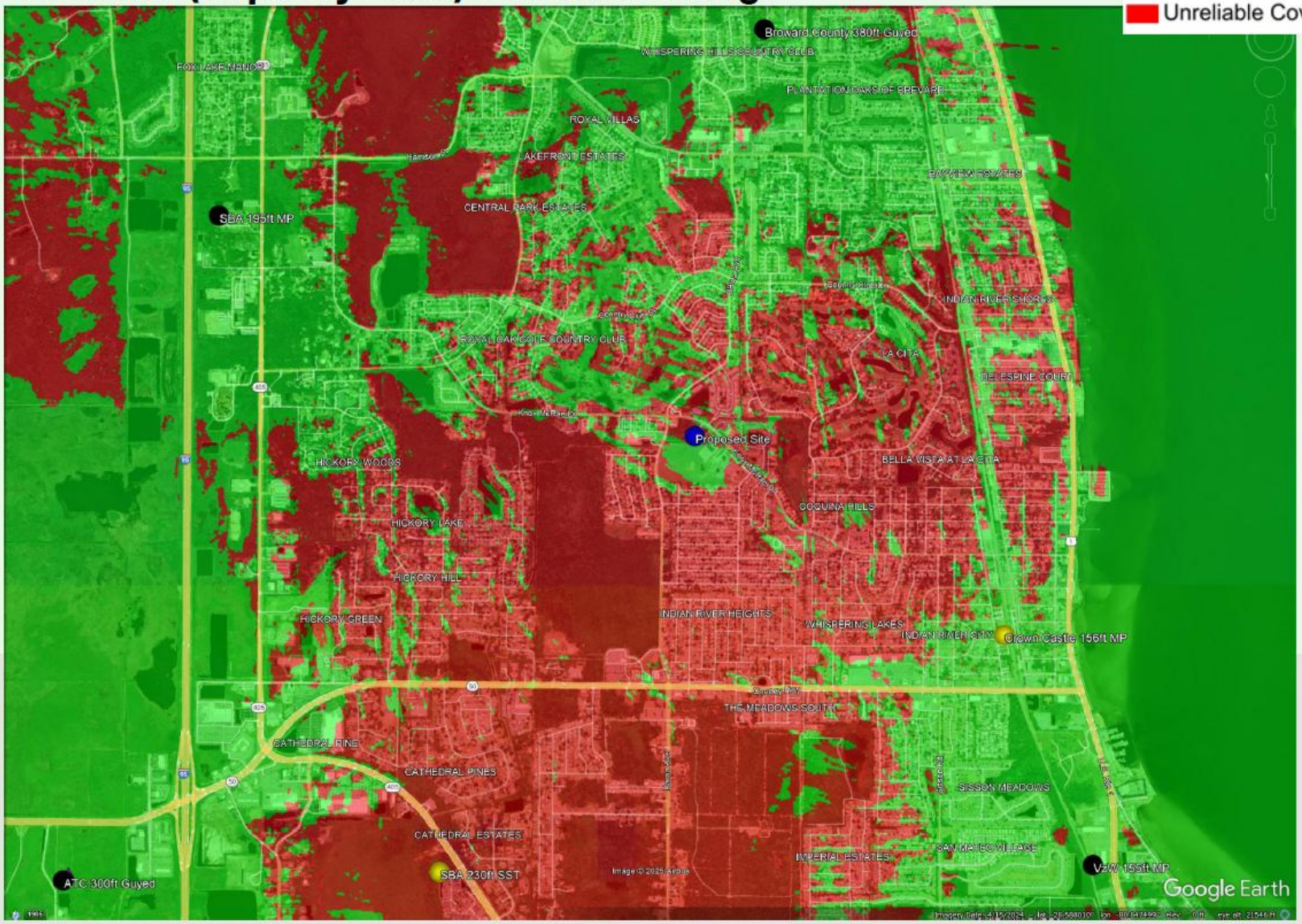
Verizon Coverage With Planned Sites



Verizon Coverage With Planned Sites and Proposed Tower

OCG omnicom consulting group

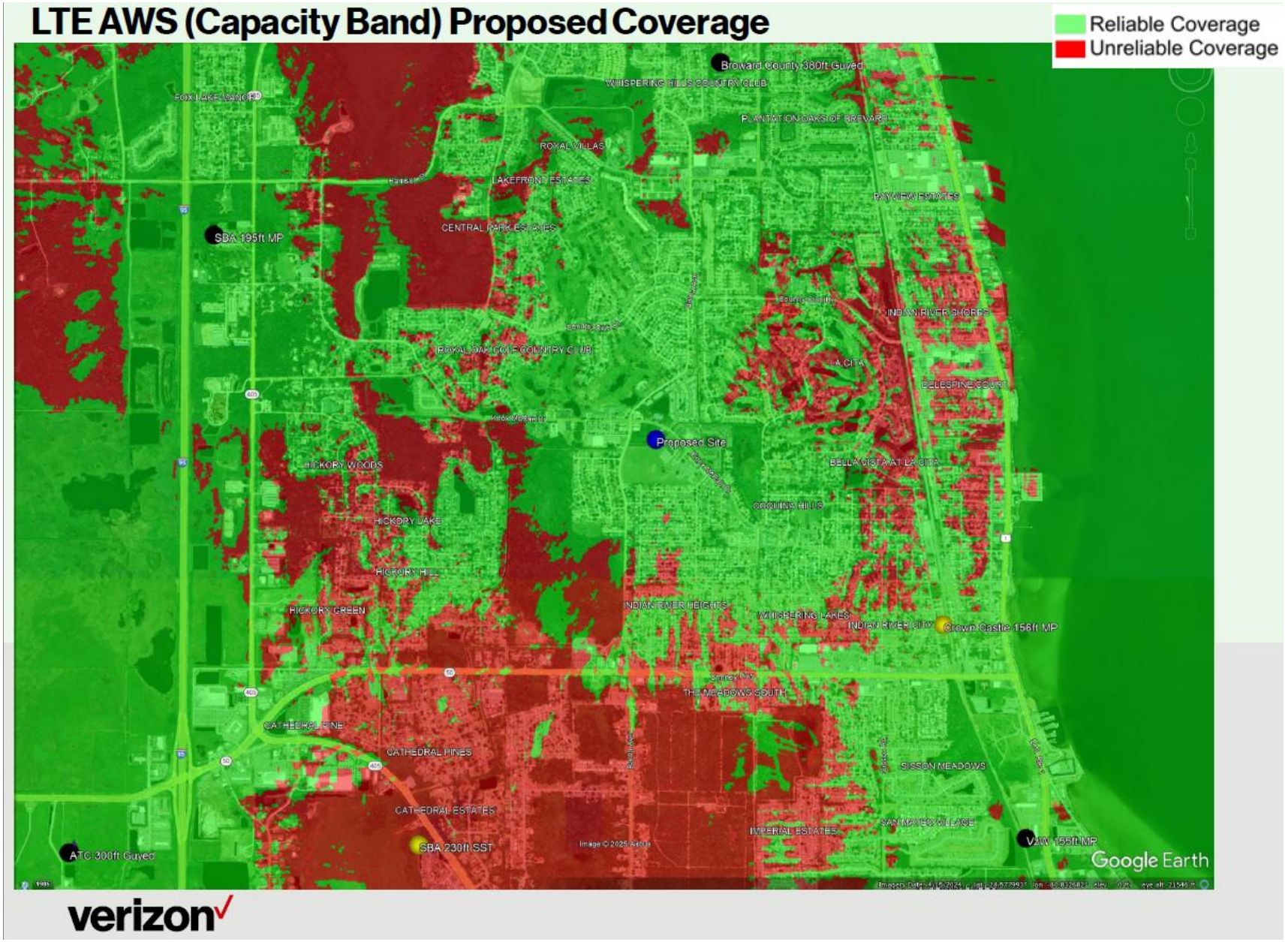
LTE AWS (Capacity Band) Current Coverage



verizon

OCG
omnicom
consulting group

LTE AWS (Capacity Band) Proposed Coverage



verizon

OCG omnicom consulting group

City of Titusville Provided Information

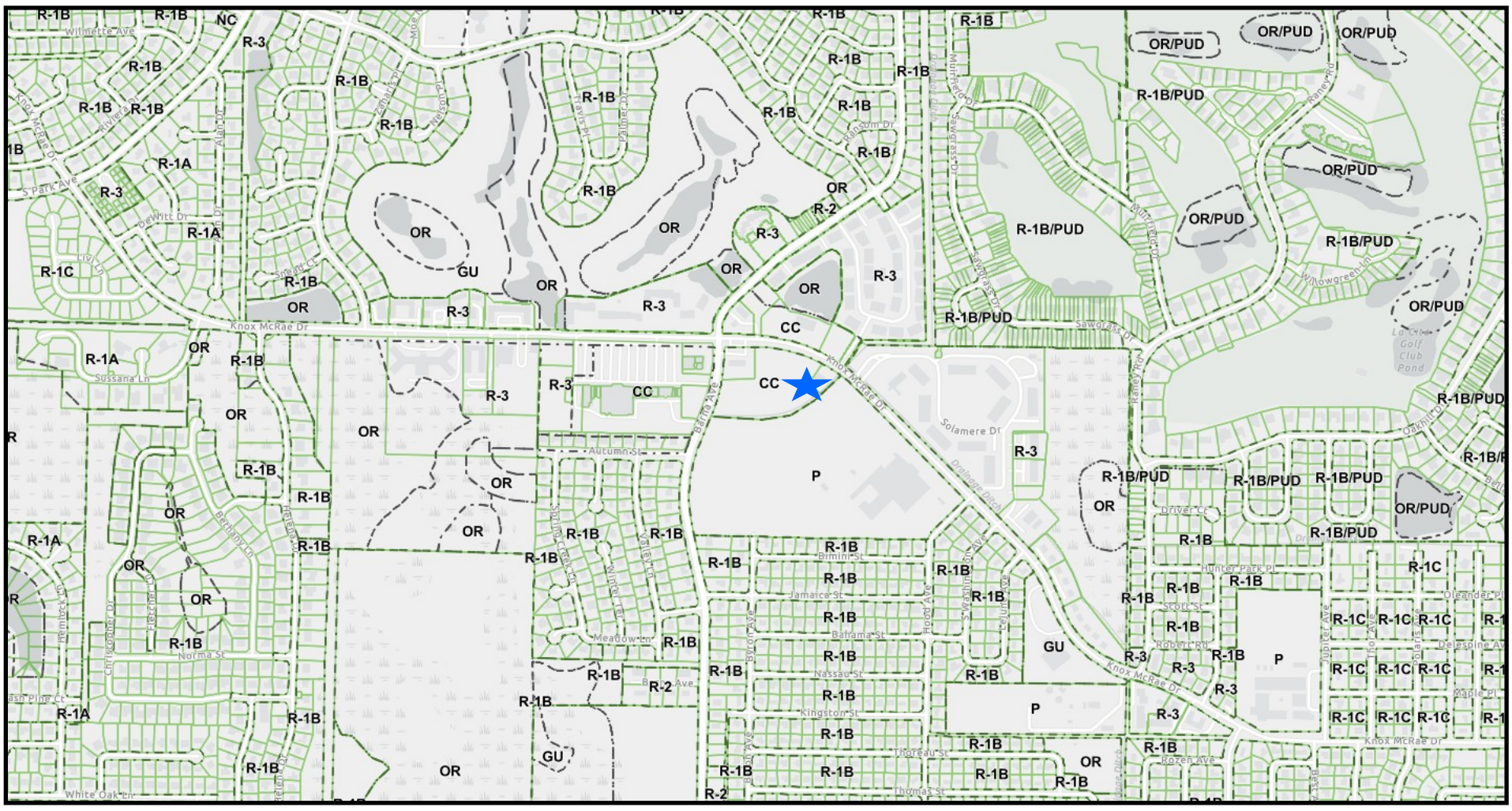
La Cita Helow FL-5188

Coordinates: 28.571048, -80.820931

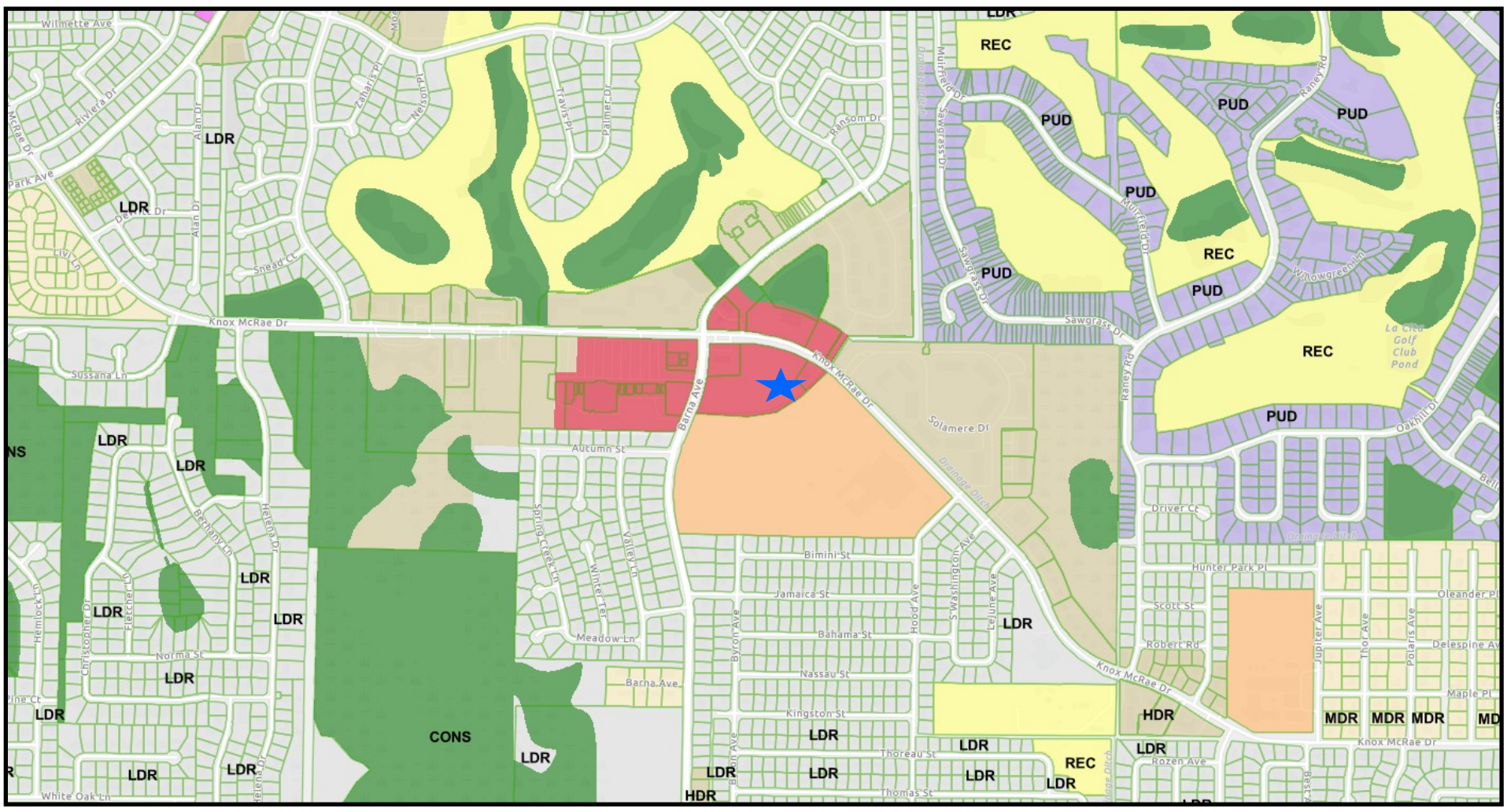
Brevard PID: 22-32-21-00-5

Address: Knox McRae Drive, Titusville, FL

Titusville Zoning Map



Titusville Future Land Use Map

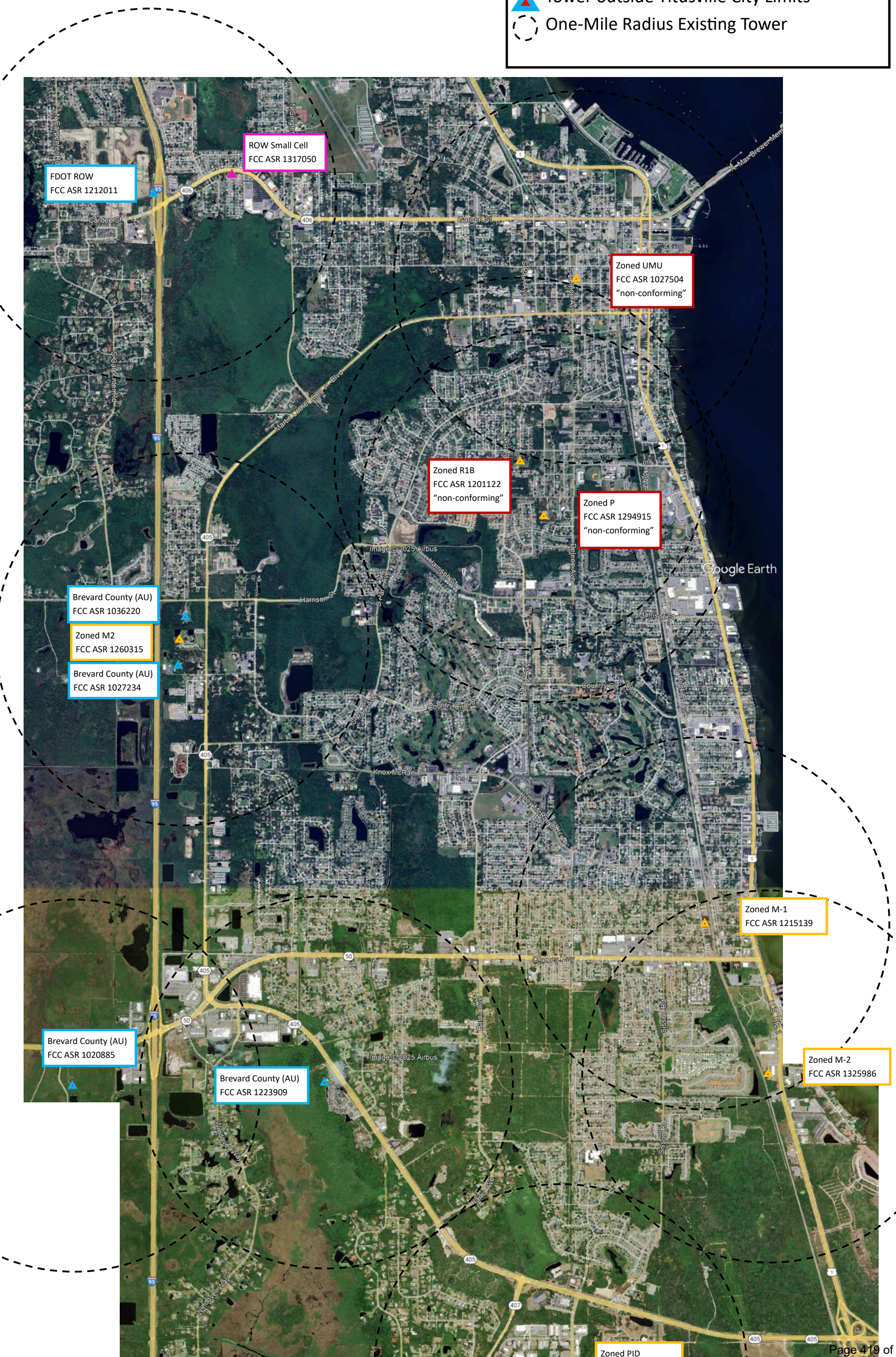


LDC Section 28-54 Use Table

	Agriculture and Public			Residential Districts										Commercial Districts						Industrial Districts				Mixed-Use															Standa
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 Standa
	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	
Transmission tower																				C	C	C	C															28-220

LEGEND

- Tower within Titusville City Limits
- Tower outside Titusville City Limits
- One-Mile Radius Existing Tower



LEGEND

- Tower within Titusville City Limits
- Tower outside Titusville City Limits
- One-Mile Radius Existing Tower
- Zoning Districts—Allow Towers

FDOT ROW
FCC ASR 1212011

ROW Small Cell
FCC ASR 1317050

Zoned UMU
FCC ASR 1027504

Zoned R1B
FCC ASR 1201122

Zoned P
FCC ASR 1294915

Brevard County (AU)
FCC ASR 1036220

Zoned M2
FCC ASR 1260315

Brevard County (AU)
FCC ASR 1027234

Proposed Tower
Zoned CC

Zoned M-1
FCC ASR 1215139

Brevard County (AU)
FCC ASR 1020885

Brevard County (AU)
FCC ASR 1223909

Zoned M-2
FCC ASR 1325986

Zoned PID
FCC ASR 1292587

LEGEND

- Tower within Titusville City Limits
- Tower outside Titusville City Limits
- One-Mile Radius Existing Tower
- Zoning Districts—Allow Towers

FDOT ROW
FCC ASR 1212011

ROW Small Cell
FCC ASR 1317050

Zoned UMU
FCC ASR 1027504

Zoned R1B
FCC ASR 1201122

Zoned P
FCC ASR 1294915

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Zoned PID
FCC ASR 1292587

RF Justification Package

LA CITA HILLTOP 17281033

Prepared by Verizon Wireless RF Engineering

October, 2025

verizon

Introduction:

There are two main drivers that prompt the need for a new cell site. One is coverage and the other is capacity.

Coverage is the need to expand wireless service into an area that either has no service or bad service. The request for service often comes from customers or emergency personnel. Expansion of service could mean improving the signal levels in a large apartment complex or new residential community. It could also mean providing new service along a newly built highway.

Capacity is the need for more wireless resources. Cell sites have a limited amount of resources to handle voice calls, data connections, and data volume. When these limits are reached, user experience quickly degrades. This could mean customers may no longer be able to make/receive calls nor be able to browse the internet. It could also mean that webpages will be very slow to download.

Capacity is the amount of resources a cell site has to handle customer demand. We utilize sophisticated programs that use current usage trends to forecast future capacity needs. Since it takes an average of (1-3) years to complete a cell site project, we have to start the acquisition process several years in advance to ensure the new cell site is in place before the existing network hits capacity limits.

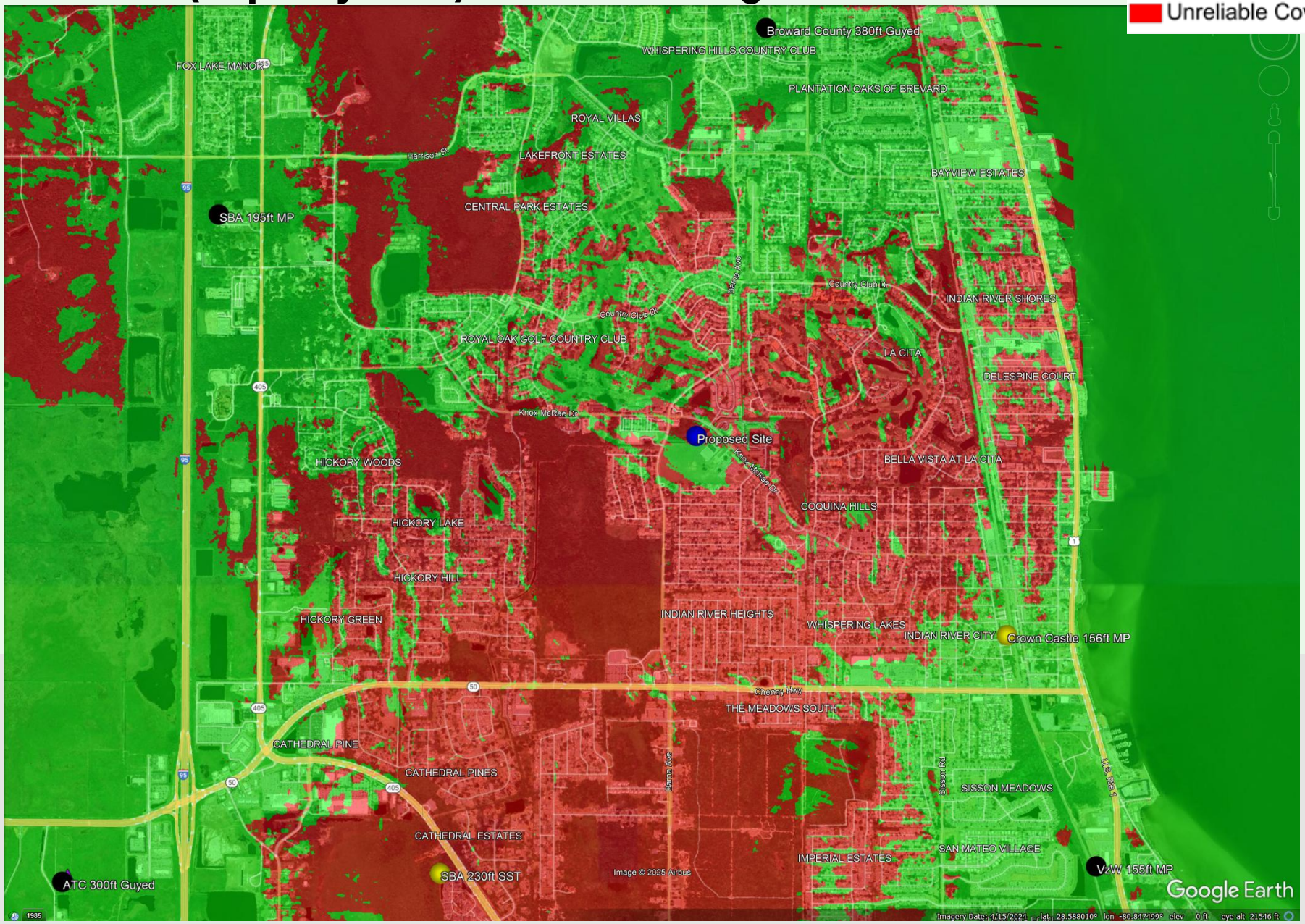
Location, Location, Location. A capacity cell site needs to be as close as possible to the center of the user population and network demand as that ensures a more even traffic distribution around the cell and higher throughput speeds. A typical cell site is configured in a circular pie shape, with each slice (aka. sector) providing a specific percentage of the total cell site resources. Optimal performance is achieved when traffic is evenly distributed across all of the sectors. A new site placed too close to an existing cell site generates unwanted interference to existing customers and does not offload far away traffic and is therefore an ineffective capacity offload solution.

Need Case for: LA CITA HILLTOP

The existing VzW network in eastern Brevard County/The City of Titusville near the intersection of Knox McRae Drive and Barna Ave currently has coverage and resulting capacity issues. The proposed site is surrounded by existing single family residential buildout along with a line of commercial buildout to the west and Andrew Jackson Middle School and multifamily housing like Solamere Grand to the east. This area of eastern Brevard County already generates significant numbers of customer complaints due to existing coverage and capacity issues. The proposed site will significantly enhance the coverage and capacity resources available to the public in the general area and will bring significant network performance improvements to the existing and future residents of this area. There are no existing structures in the area that could support the installation of the Verizon Wireless equipment needed to serve the current and future traffic demands in this immediate area.

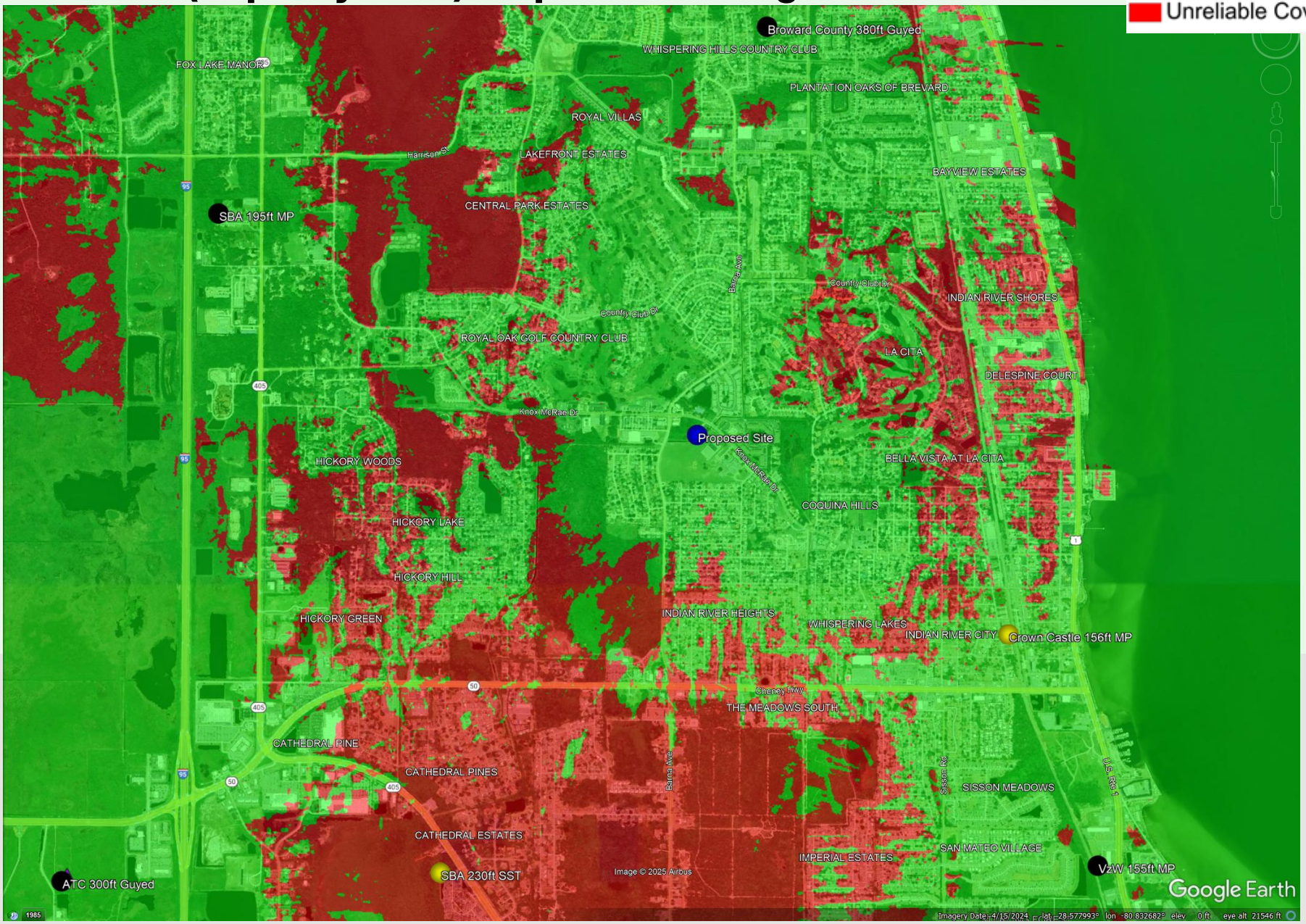
verizon

LTE AWS (Capacity Band) Current Coverage



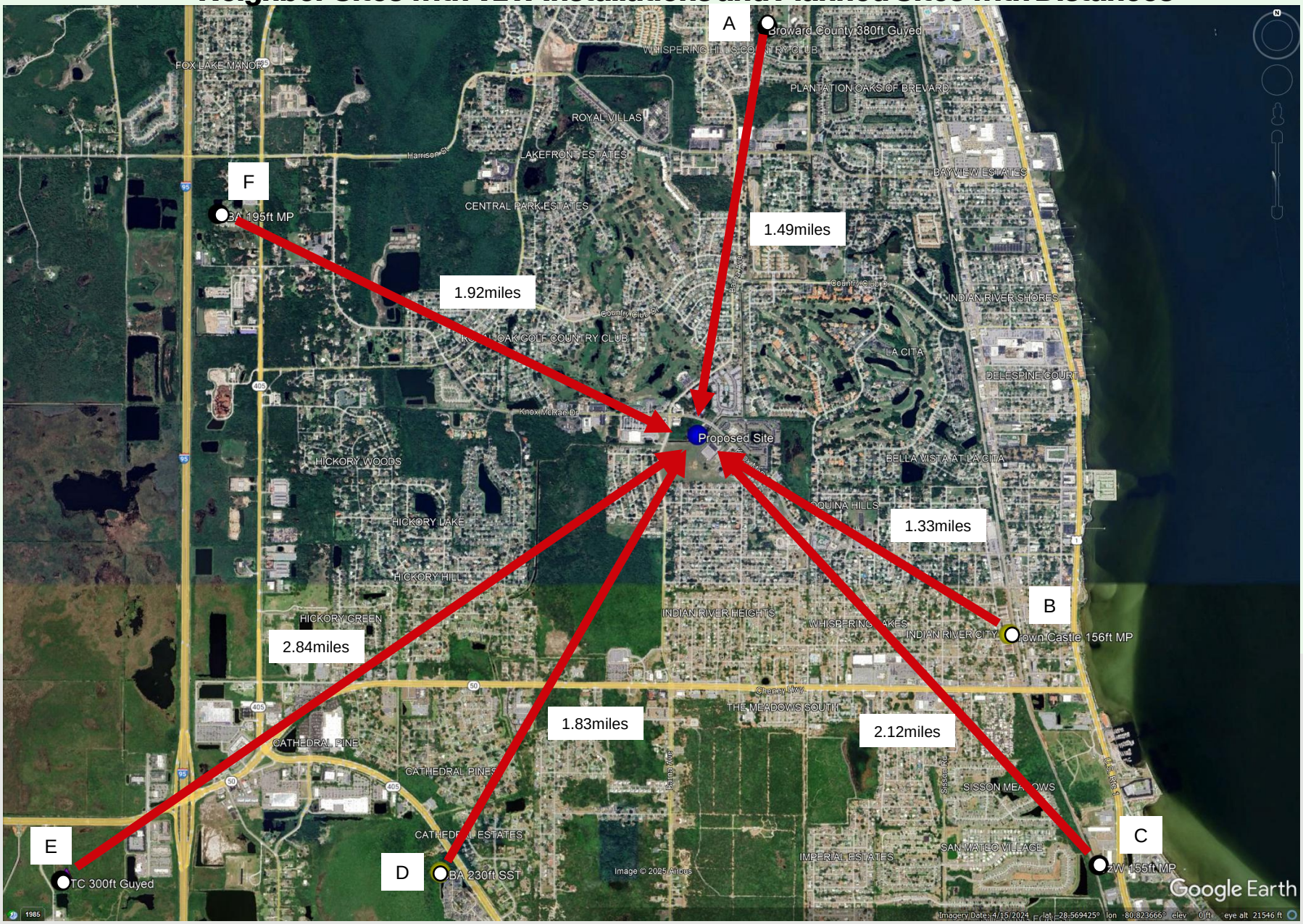
verizon

LTE AWS (Capacity Band) Proposed Coverage



verizon

Neighbor Sites with VzW Installations and Planned Sites with Distances



verizon

First Tier Neighbors and Subject Site Information

Map Label	Latitude	Longitude	FCC ASR	FCC Structure Owner	Structure Max Height (ft)	Structure Type	VzW Centerline (ft)	VzW Site Name
A	28.592348°	-80.816831°	1294915	County of Brevard	380	Guyed	150	Brevard Cemetary
B	28.560467°	-80.802442°	1215139	Crown Castle	160	Monopole	100*	N/A
C	28.548350°	-80.797094°	1325986	Verizon Wireless	150	Monopole	150	Ecklers Corvette
D	28.547976°	-80.836333°	1223909	SBA Towers	230	SST	170*	N/A
E	28.547518°	-80.858880°	1020885	American Towers	300	Guyed	217	Titusville South
F	28.582549°	-80.849561°	1260315	SBA Towers	198	Monopole	185	Anchor Titusville
Subject Site								
	28.571028°	-80.820992°	TBD	TBD	TBD	Monopole*	145	La Cita Hilltop

verizon

Cell Tower Regulation Research

Brevard County

Sec. 62-1953. Wireless telecommunication facilities and broadcast towers.

Wireless telecommunication facilities and broadcast towers may be permitted as a conditional use subject to the applicable requirements of article VI, division 7, section 62-1901(c) and this section.

In addition to the general review criteria in section 62-1901(c), the board shall consider the following:

Minimum setbacks.

a. Setbacks from residential, child care facility, public and nonpublic school structures. All WTCFs shall have a minimum setback of a distance equal to twice the height of the proposed tower except if no tower is being utilized then the setback shall be a minimum of 100 feet from a residential, child care facility, public, or nonpublic school structures, as defined in F.S. ch. 402. The requirements of this section shall not apply to the installation of small wireless facilities and support structures located within county public rights-of-way as governed by the regulations of section 86-73 of the Brevard County Code of Ordinances. Furthermore, the requirements of this section shall apply to new WTCFs only and shall not apply to the installation or modification of antennas or equipment on existing WTCFs.

b. For all other WTCF's:

1. If the WTCF is constructed using breakpoint design technology, the minimum setback distance shall be equal to 110 percent of the distance from the top of the structure to the breakpoint level of the structure, or the minimum side and rear yard requirements, whichever is greater. Certification by a registered professional engineer licensed by the state of the breakpoint design and the design's fall radius must be provided together with the other information required from an applicant. (For example, on a 100-foot tall monopole with a breakpoint at 80 feet, the minimum setback distance would be 22 feet (110 percent of 20 feet, the distance from the top of the monopole to the breakpoint) if the minimum side or rear yard setback requirements for that zoning classification is less than 22 feet.)
2. If the WTCF is not constructed using breakpoint design technology, the minimum setback distance from the property line shall be equal to 110 percent of the height of the proposed tower.

Height. In general, the maximum heights are: 80 feet in coastal areas, 120 feet in urban areas, and 199 feet in rural areas.

Co-location. All towers taller than 60 feet in height shall be engineered and constructed to accommodate no less than three antenna arrays.

Equipment cabinets. Cabinets shall not be visible from pedestrian views.

Equipment compound. The fenced in compounds shall not be used for the storage of any excess equipment or hazardous materials.

No outdoor storage yards shall be allowed in a tower equipment compound.

City of Melbourne

Permitted uses:

A tower shall be a permitted use in the following zoning districts:

M-1 (Light Industrial)

M-2 (Industrial)

A monopole shall be a permitted use in the following zoning districts:

M-1 (Light Industrial)

M-2 (Industrial)

I-1 (Institutional)

A monopole of 75 feet or less shall be permitted in the following zoning districts:

C-P (Commercial Parkway)

C-2 (General Commercial)

C-1 (Low Intensity Commercial)

I-1 (Institutional)

Stealth telecommunications facilities shall be permitted in the following districts:

M-2 (General Industrial)

M-1 (Light Industrial)

C-P (Commercial Parkway)

C-1 (Low Intensity Commercial)

C-2 (General Commercial)

C-3 (Central Business)

C-1A (Professional Offices and Service)

I-1 (Institutional)

R-P (Residential-Professional)

Conditional Use

A tower and monopole shall be a conditional use in the following zoning districts:

I-1 (Institutional)

A monopole of more than 75 feet shall be a conditional use in the following zoning districts:

C-P (Commercial Parkway)

C-1 (Low Intensity Commercial)

C-2 (General Commercial)

A monopole of 75 feet or less shall be a conditional use in the following zoning districts:

C-1A (Professional)

R-P (Residential Professional)

A stealth communication facility shall be a conditional use in any residential district:

R-A (Residential Holding)

AEU (Agricultural Estate, Single-Family Residential)

REU (Rural Estate, Single-Family Residential)

EU (Estate, Single-Family Residential)

R-1AAA (Single-Family Residential)

R-1AA (Single-Family Residential)

R-1A (Single-Family Residential)

R-1B (Single-Family Residential)

R-2 (One-, Two- and Multiple-Family Dwelling)

R-3 (Multiple-Family Dwelling)

R-4 (Two-Family Dwelling) PUD (Planned Unit Development)

PUD (Planned Unit Development)

R-2T (Planned Residential Development for Mobile Home Parks)

Setback requirements for towers shall be measured from the base of the tower to the property line of the parcel on which it is located. All structures included with the tower shall be included in the setback.

Sec. 9.89. Separation or buffer requirements.

Towers shall be separated from all residentially zoned lands by a minimum of 200 feet.

The minimum tower separation distance shall be calculated and applied irrespective of city and county jurisdictional boundaries.

Proposed towers must meet the following minimum separation requirements from existing towers or towers previously approved but not yet constructed at the time a development permit is granted pursuant to this article:

SEPARATION REQUIREMENTS

		Existing or Approved Tower Types						
Proposed Tower Types		Lattice		Guyed	Monopole 75 Ft. in Height or Greater	Monopole Less Than 75 Ft. in Height	Stealth Facilities	
Lattice	Over 150 ft.	3,000 ft.	3,000 ft.	3,000 ft.	3,000 ft.	2,000 ft.	2,000 ft.	-0-

	150 ft. or less	3,000 ft.	2,500 ft.	3,000 ft.	2,500 ft.			
Guyed	Over 150 ft.	3,000 ft.	3,000 ft.	3,000 ft.	3,000 ft.	2,000 ft.	1,500 ft.	-0-
	150 ft. or less	3,000 ft.	2,500 ft.	3,000 ft.	2,500 ft.			
Monopole	75 ft. in height or greater	2,000 ft.	2,000 ft.	2,000 ft.	1,500 ft.	-0-		
Monopole	Less than 75 ft. in height	1,500 ft.	1,500 ft.	1,500 ft.	1,500 ft.	-0-		
Stealth Facilities		-0-	-0-	-0-	-0-	-0-		

Towers shall not be artificially lighted except as required by the Federal Aviation Administration (FAA). At the time of construction of a tower, in cases where there are residential uses located within a distance that is 300 percent of the height of the tower, dual mode lighting shall be requested from the FAA.

City of Orlando

Separation from Off-Site Uses. Communications Towers shall be located so as to comply with the following standards for the minimum separation distance from the closest required building setback line for any off-site principal use structure:

Off-Site Uses/Zoning	Minimum Separation from required building setback
Any residential zoning district R-3A or less, any similar residential zoning districts in Orange County, any O-1 office and residential district, and any residential component in a PD	200 feet or 300% height of tower, whichever is greater
Any multi-family zoning district R-3B and above, mixed use district (MXD, MU), activity center district (AC), office and residential district (O-2 and O-3), any public use district (P), and similar uses in Orange County.	100 feet or 100% height of tower, whichever is greater
All other zoning districts	None

(b) *Separation Between Communication Towers.* Communication towers shall be located so as to comply with the following standards for the minimum separation distance from existing communication towers and/or communication towers that have received a valid Conditional Use permit or building permit:

	Minimum Separation Between Towers (by Tower Type)			
Proposed Tower Types	Self Supporting	Guyed	Monopole—75 Feet in Height or Greater	Monopole—Less than 75 Feet in Height
Self Supporting	5,000 ft.	5,000 ft.	1,500 ft.	750 ft.
Guyed	5,000 ft.	5,000 ft.	1,500 ft.	750 ft.
Monopole—75 ft. in height or greater	1,500 ft.	1,500 ft.	1,500 ft.	750 ft.
Monopole—Less than 75 feet in height	750 ft.	750 ft.	750 ft.	750 ft.

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 TO ALLOW TRANSMISSION TOWERS AS A CONDITIONAL USE IN THE COMMUNITY COMMERCIAL (CC) ZONING DISTRICT BY AMENDING SECTIONS 28-54, "USE TABLE", AND 28-220, "TRANSMISSION TOWER"; 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;
    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*.

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

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

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Titusville, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City of Titusville regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

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

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of Titusville staff solicited comments from businesses in the City of Titusville as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of Titusville website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*]

Display Ad.
Reviewed
07/02/2026
PI.

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, July 28, 2026.** The second and final public hearing for the proposed ordinance is scheduled for **Tuesday, August 11, 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 TO ALLOW TRANSMISSION TOWERS AS A CONDITIONAL USE IN THE COMMUNITY COMMERCIAL (CC) ZONING DISTRICT BY AMENDING SECTIONS 28-54, "USE TABLE", AND 28-220, "TRANSMISSION TOWER"; 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, July 8, 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

FT-44238791

FLORIDA TODAY

Reviewed
07/02/2026
PI

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FT-44238791

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Ordinance No. 16-2026 - Urban Forestry Trust Fund**

Department/Office: Planning

Recommended Action:

Conduct the second reading and public hearing of Ordinance No. 16-2026, an ordinance of the City of Titusville, Florida, amending the Code of Ordinances to rename the Landscaping Trust Fund to the Urban Forest Trust Fund by amending Sections 30-32, “Criteria for Removal” and 30-34, “Mitigation Plan, Incentives”, providing for severability, repeal of conflicting ordinances, incorporation into the code, and an effective date. (This is a legislative item.) (This is the second reading and public hearing.)

At their regular meeting on July 22, 2026, the Planning and Zoning Commission recommended approval, 7-0.

Summary Explanation & Background:

On June 9th City Council adopted the Urban Forest Management Plan. The plan recommends the City amend the Landscape Trust Fund. Enclosed for review and approval is an ordinance to rename the Public Trust Fund to the Urban Forest Trust Fund.

A separate Resolution was considered by City Council amending the use of fund revenues obtained from tree mitigation efforts to allow the planting, establishment, and maintenance of trees on public and eligible private property, with priority given to canopy replacement, low-canopy neighborhoods, and rights-of-way, and providing for an effective date. The Resolution is consistent with the recommendations found in Appendix J of the adopted Urban Forest Management Plan.

It is recommended that City Council adopt the Ordinance amending the Land Development Regulations by renaming the "Public Landscape Trust Fund" in Sections 30-32 and 30-34 to the "Urban Forest Trust Fund" consistent with the Resolution.

Alternatives:

- Conduct the public hearing and final reading of the ordinance with changes.

- Do not conduct the public hearing and final reading of the ordinance.

Item Budgeted:
N/A

Source/Use of Funds/Budget Book Page:
N/A

Strategic Plan:
Goal 3: Financial Stability, Goal 6: Community Design

Strategic Plan Impact:
This action provides a dedicated funding source for the urban forestry plan. This action also supports the expansion of services and tree planting.

ATTACHMENTS:
1. Urban Forest Trust Fund Ord. Ver2
2. Business Impact Estimate - Urban Forest Trust Fund_recd 6-26-2026
3. Legal Ad_Urban Forest 7-16-26

ORDINANCE NO. X-2026

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES TO RENAME THE LANDSCAPING TRUST FUND TO THE URBAN FOREST TRUST FUND BY AMENDING SECTIONS 30-32, "CRITERIA FOR REMOVAL" AND 30-34, "MITIGATION PLAN, INCENTIVES", PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, the City of Titusville currently has established a fund for tree mitigation efforts entitled "Public Landscape Trust Fund", and

WHEREAS, revenues are received as a result of tree mitigation efforts under said Section of the Land Development Regulations, and

WHEREAS, the City uses funds in the Public Landscape Trust Fund to beautify public properties by landscaping said properties and creating a pleasing and well-maintained esthetic atmosphere for publicly-owned and publicly-maintained properties, and

WHEREAS, the City desires to implement the Urban Forest Management Plan adopted by the City Council on June 9, 2026, by renaming the Public Landscape Trust Fund to the Urban Forest Trust Fund, and

WHEREAS, the City desires to further implement the Urban Forest Management Plan by amending the use of funds specified in Resolution 30-2001 to allow the planting, establishment, and maintenance of trees on public and private property with priority to be given to canopy replacement, low-canopy neighborhoods, and rights-of-way.

BE IT ENACTED BY 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 30 "Development Standards", Article II, "Environmental", Section 30-32, "Criteria for removal", of the Code of Ordinances, City of Titusville is hereby amended to read as follows:

Sec. 30-32. Criteria for removal.

(a) The following criteria shall be considered by the Administrator to be justification for removal of protected trees. For heritage trees, additional criteria are provided in paragraph (e), below.

(1) Trees located in a portion of a lot or parcel in which a building, driveway, sidewalk, retention area, or accessory structure will be constructed where redesign, including LID techniques or alternative construction methods, to avoid tree removal is not feasible.

(2) Trees located with their critical root zone in such close proximity to buildings, driveways, sidewalks, or accessory structures that they prevent the development of the lot or parcel.

(3) Trees that are deemed to be hazardous to persons or property, as determined by an evaluation of a certified arborist, Florida licensed landscape architect, or Florida Nursery Growers and Landscaping Association (FNGLA) certified horticulture professional.

(4) Trees, including heritage trees, which are dead, diseased, or weakened by age, storms, fire, or other injuries, which pose a threat to the welfare of the general public as

determined by a certified arborist, Florida licensed landscape architect, or FNGLA certified horticulture professional. The permit fee will be waived in these cases.

(5) Tree removal activities authorized and preempted by state or federal law or regulation, which include, but are not limited to:

a. Removal of trees ~~on trees~~ on residential property which pose a danger to persons or property in accordance with Section 163.045, F.S., for which no permit or replacement tree will be required.

b. Removal of trees by an electric utility to clear trees away from power lines in order to ensure the safe transmission of electricity to customers, as provided by Florida Statutes and Electric Tariff Rules, including the preemption under Section 163.3209, F.S.

(b) Sufficient evidence in the form of a written statement must be provided to the Administrator to substantiate the need for any tree removal.

(c) If after consideration of the above criteria, tree removal cannot be avoided, the Administrator is authorized to grant a reduction of up to twenty-five ~~(25)~~ percent (25%) to the setback regulations applicable, in order to avoid the removal of the protected tree. However, no setback shall be reduced to less than the required fire separation for the proposed structures.

(d) Shredding, chipping, and/or off-site wood logging is the desired method for removing vegetation from the site. In electing this option, a twenty-five ~~-~~percent (25%) credit will be given towards the required monetary contribution to the City's ~~Public Landscaping~~ Urban Forest Trust Fund.

(e) Heritage trees may be removed if approved by the Development Review Committee, utilizing the criteria in subsection (a) above in addition to the following criteria:

(1) Whether the project can be reasonably reconfigured to preserve the heritage tree(s);

(2 Whether a reduction of required setbacks, buffers, road width, or other code requirement by the Development Review Committee~~,~~ would be sufficient to preserve the heritage tree(s);

(3) Whether alternative construction methods, including the use of low-impact development (LID) techniques such as pervious pavement, grade beams, retaining walls, and/or tree wells, can be utilized to preserve the tree;

(4) Where seventy-five ~~(75)~~ percent (75%) or more of the existing heritage trees are proposed to be preserved, review by the Development Review Committee shall not be required~~;~~. and

(5) Other site specific conditions as may be presented by the applicant.

(6) Appeals to the decision of the Development Review Committee shall be processed as described in Section 34-248(b), "Appeals of site plan."

(f) Appeals/Variances. All applications for appeals or variances that are not otherwise addressed in this Article, shall be considered by the Board of Adjustments and Appeals. If an individual has exhausted all available administrative remedies and is of the opinion that the application of these regulations denies all reasonable use of the property, an additional procedure for relief is afforded in Chapter 34 "Procedures", Article X "Beneficial Use".

SECTION 3: That Chapter 30 “Development Standards”, Article II, “Environmental”, Section 30-34, “Mitigation plan, incentives”, of the Code of Ordinances, City of Titusville is hereby amended to read as follows:

Sec. 30-34. Mitigation plan, incentives.

(a) As a condition of granting a permit, the applicant is required to prepare a Mitigation Plan for all protected trees designated for removal based on tree ~~dbh~~ diameter at breast height being removed as provided below.

(1) For residential subdivisions and developments meeting the optional minimum preserved and total canopy area:

a. Significant tree: Fifty ~~(50)~~ percent (50%) mitigation replacement based on trunk dbh.

b. Specimen tree: One hundred ~~(100)~~ percent (100%) replacement based on trunk dbh.

c. Heritage tree: Two hundred ~~(200)~~ percent (200%) mitigation replacement based on trunk dbh.

(2) For developments that do not meet minimum preserved and total canopy area, required mitigation shall be a two-to-one replacement based on tree dbh of specimen and heritage trees being removed. No mitigation is required for significant trees.

(b) All replacement mitigation trees shall be depicted on the mitigation plan with identification of the type of tree. The replacement mitigation tree plantings on site shall be in addition to any landscape planting required by the land development regulations.

(c) Mitigation plantings are permitted within preserved and planted canopy areas if there is sufficient room to ensure viability of canopy and mitigation plantings. Caliper inches planted above the minimum size for canopy areas and required landscape areas may be credited toward mitigation planting requirements.

(d) The mitigation plan shall include a list (including species and size) of all protected trees proposed for removal, a list of all protected trees to be preserved, and the location of any required canopy areas.

(e) For residential subdivisions and those projects meeting the minimum canopy requirements established in Section 30-31.5, "Canopy area requirements", the applicant may in lieu of replanting, preserve native vegetation on the site consisting of at least one hundred (100) square feet per tree dbh-inch lost. The preservation of native vegetation shall be in addition to any required landscaping or preservation required by the land development regulations, with the exception of preserved wetlands and natural buffer areas which may be counted as part of preserved area credited toward mitigation. Native vegetation preservation credit may be allowed in preserved wetlands not to exceed a maximum of fifty ~~(50)~~ percent (50%) of the total required mitigation inches. The mitigation plan shall include designation of proposed areas to be preserved and specifications of the kind of existing vegetation in such areas.

(f) For those projects choosing not to meet optional canopy area requirements (described in Section 30-31.5(b), "Canopy area requirements"), the applicant may in lieu of replanting preserve native upland vegetation on the site consisting of at least of one hundred (100) square feet per tree dbh-inch lost. The preservation of native vegetation shall be in addition to any required landscaping or preservation required by any other regulation.

(g) As a last resort for sites which cannot accommodate the plantings required by this section (as determined by the Administrator), the applicant shall contribute to the City's ~~Public~~

~~Landscaping~~Urban Forest Trust Fund an amount equal to seventy-five dollars ($75.00) per net dbh-inch lost where canopy requirements are met. For those developments which do not choose to fulfill the optional tree canopy requirements established in Section 30-31.5, "Canopy area requirements", the contribution shall be one hundred dollars ($100.00) per net dbh inch lost.

(h) When mitigation trees are removed to address requirements established by floodplain compensatory storage regulations (Section 30-103(f)(3)), the mitigation criteria for that portion of the development shall be enforced as shown below:

(1) The replacement ratio shall be one-to-one replacement based on tree caliper.

(2) The contribution to the City's ~~Public Landscape~~Urban Forest Trust Fund shall be an amount equal to one hundred dollars ($100.00) per net dbh-inch lost for those developments which do not choose to fulfill the optional tree canopy area requirements established in Section 30-31.5, "Canopy area requirements". For residential subdivisions, the contribution to the City's ~~Public Landscape~~Urban Forest Trust Fund shall be an amount equal to seventy-five dollars ($75.00) per net dbh-inch lost.

(i) The provision of payment into the City's ~~Public Landscaping~~Urban Forest Trust Fund shall not be eligible for a variance before the Board of Adjustment and Appeals.

(j) Appeals. Appeals of the Administrator's determination as to the practicality of installing required mitigation trees shall be processed as described in Section 34-248(b), "Appeals of site plan". If the appeal is granted by the Board of Adjustment and Appeals, the applicant shall make the required payment as stipulated by Section 30-34, "Mitigation plan, incentives", into the City's Public ~~Landscaping~~Urban Forest Trust Fund.

(k) Incentives to preserve canopy areas and reduce mitigation are shown below.

(1) *Incentive 1.* Developments satisfying all requirements for minimum preserved canopy area and total canopy area are exempt from further mitigation for significant trees that are removed. In addition, a fifty-percent (50%) reduction in mitigation of specimen trees shall be granted. On developments where this is achieved, a tree survey of significant trees is not required outside of the total canopy area.

(2) *Incentive 2.* If a site plan or subdivision plan provides for a total canopy area increase of five ~~(5)~~ percent (5%) of the site in accordance with the table below, then no further tree mitigation or payment in lieu of mitigation is required, with the exception of heritage trees.

	Total Canopy Area
Residential subdivisions	30% or greater
Development described in Section 30.31.5 choosing to meet canopy requirements	25% or greater

(l) If trees four (4) inches dbh or larger are used to satisfy required landscape requirements of Division 10 of the Land Development Regulations, one hundred ~~(100)~~ percent (100%) of the tree caliper shall be eligible for mitigation credits.

SECTION 4. 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 5. 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 6. 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 7. 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 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 TO RENAME THE LANDSCAPING TRUST FUND TO THE URBAN FOREST TRUST FUND BY AMENDING SECTIONS 30-32, "CRITERIA FOR REMOVAL" AND 30-34, "MITIGATION PLAN, INCENTIVES", 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;
  b. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the county;

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

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 renames the City's tree mitigation known as the "Public Landscape Trust Fund" to the "Urban Forest Trust Fund."

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Titusville, if any:
There are no changes to the tree mitigation fee.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
There are no changes to the tree mitigation fee.

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

Reviewed
7/16/26
PI.

AD#12482934 7/16/2026

CITY OF TITUSVILLE
NOTICE OF PROPOSED ENACTMENT OF TITUSVILLE CITY ORDINANCE AND PUBLIC HEARINGS WITH RESPECT THERETO

PLEASE TAKE NOTICE that the City Council of the City of Titusville will hold a public hearing on **Tuesday, August 11, 2026**, at a meeting **commencing at 6:30 p.m.**, at Titusville City Hall, second floor, Council Chamber, 555 South Washington Avenue, Titusville, Florida 32796, to hear interested persons with regard to the following proposed ordinance:

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES TO RENAME THE LANDSCAPING TRUST FUND TO THE URBAN FOREST TRUST FUND BY AMENDING SECTIONS 30-32, "CRITERIA FOR REMOVAL" AND 30-34, "MITIGATION PLAN, INCENTIVES", 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, July 22, 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 Titusville City Hall, 555 South Washington Avenue, Titusville, Florida 32796.

The proposed ordinance may be inspected in the City Clerk's Office during normal business hours, Monday through Friday (excluding holidays and weekends). All interested parties are hereby advised that they may appear at said meeting and public hearing and be heard with respect to the proposed ordinance.

Any person who decides to appeal any decision of 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 and Fax 321-383-5704

florida today

Govt Public Notices

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AD#12482934 7/16/2026
CITY OF TITUSVILLE
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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: **Master Plan Amendment (MP) Application No. 1-2026 to amend the Vector Space Development of Regional Impact (DRI) (a.k.a. Riverfront Center Parcel/Tract A-5 Hotel)**

Department/Office: Planning

Recommended Action:

Conduct the public hearing and approve Resolution No. 17-2026 allocating 124 hotel rooms to Tract/Parcel A-5 by amending the Development Order for the Vector Space Development of Regional Impact Master Plan.

At their regular meeting on July 22, 2026, the Planning and Zoning Commission recommended approval, 7-0.

Summary Explanation & Background:

The applicant, Linwood V Rice, EPIC Consultants of FL. on behalf of National Association of Chiefs of Police, Inc. and Riverfront Center, Inc. is requesting to amend the Development Order for the VectorSpace Development of Regional Impact (DRI) by allocating 124 hotel rooms to Parcel A-5, known as Tract A-5. The purpose of the request is to allow for the development of a hotel west of the former Police Hall of Fame and Museum. An amendment to the Development Order requires approval from the agency responsible for managing the DRI. Riverfront Center, Inc., is the responsible agency and is the managing Association for the DRI. The city received authorization signed by Brent Shepherd, President of Riverfront Center, Inc. allowing the request.

The proposed hotel rooms either need to be added to the existing total allocation for the entire DRI, converted from the existing commercial, office and/or industrial uses, or re-allocated from another parcel. The applicant is requesting the transfer of 28 hotel rooms from Parcel/Tracts F-3-4 and will also convert 71,352 square feet of industrial uses into 96 hotel rooms for a total of 124 hotel rooms allocated to Parcel/Tract A-5.

Alternatives:

Do not approve the amendment.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:
Goal 4: Economic Development
Goal 6: Community Design

Strategic Plan Impact:

ATTACHMENTS:
1. Staff Report
2. Rezoning Application
3. Email Correspondence - Application Update
4. Resolution XX-2026
5. Survey
6. Warranty Deed
7. Legal Description
8. National Association of Chiefs of Police Inc - Owners Authorization
9. Space Coast Land LLC - Owners Authorization
10. Riverfront Center Inc - Approval Letter
11. Space Coast Land LLC - Approval Letter
12. Conceptual Site Plan
13. Echo Suites Architect Elevation View
14. ITE Trip Generation Hotel Industrial Conversion Analysis - City Review
15. Concurrency Assessment
16. Echo Suites Environmental Report
17. Airport Waiver Request
18. Vectorspace DRI Biennial Status Report -2025
19. Maps
20. Legal Ad_Master Plan Application 1-2026

City of Titusville
Planning Department Staff Report

Master Plan Amendment (MP) No. 1-2026 to amend the Vector Space Development of Regional Impact (DRI) (a.k.a. Riverfront Center) - Parcel/Tract A-5 Hotel

Meeting Dates:

Commission/Council	Meeting dates
Planning and Zoning Commission	July 22, 2026
City Council Public Hearing	August 11, 2026

Prepared By: Christie Anderson, AICP - Senior Planner

Applicant(s): Linwood V Rice, EPIC Consultants of FL. on behalf of National Association of Chiefs of Police, Inc. and Riverfront Center, Inc.

Subject Request: Approve the master plan application and resolution to amend the VectorSpace DRI Development Order by allocating hotel rooms to Parcel A-5 (Also known at Tract A-5), Brevard County Parcel I.D. 23-35-01-25-A.3

Staff Recommendation: Approve the allocation of 124 hotel rooms to Tract/Parcel A-5 by amending the master plan with conditions.

BACKGROUND INFORMATION

The applicant, Linwood V Rice, EPIC Consultants of FL. on behalf of National Association of Chiefs of Police, Inc. and Riverfront Center, Inc. is requesting to amend the Development Order for the VectorSpace Development of Regional Impact (DRI) by allocating 124 hotel rooms to Parcel A-5, known as Tract A-5 (see attached DRI master plan). The purpose of the request is to allow for the development of a hotel west of the former Police Hall of Fame and Museum. An amendment to the Development Order requires approval from the agency responsible for managing the DRI. Riverfront Center, Inc., is the responsible agency and is the managing Association for the DRI. The city received authorization signed by Brent Shepherd, President of Riverfront Center, Inc. allowing the request.

The staff informed the applicant that the proposed hotel rooms either need to be added to the existing total allocation for the entire DRI, converted from the existing commercial, office and/or industrial uses, or re-allocated from another parcel. **The applicant is requesting the transfer of 28 hotel rooms from Parcel/Tract F-3-4 and will also convert 71,352 square feet of industrial uses into 96 hotel rooms for a total of 124 hotel rooms allocated to Parcel/Tract A-5.**

The DRI currently has a total allocation of 770 hotel rooms for Parcel/Tract G, F, D and M. No hotel rooms are currently allocated for subject Parcel/Tract A-5. Parcel/Tract G is allocated for 110 hotel rooms (Hyatt Place, built 2020) Parcel/Tract D is allocated for 160 hotel rooms (Courtyard by Marriott, built 2022). Parcel/Tract M and F are allocated for 250 future hotel rooms each. Twenty-eight hotel rooms from Parcel F will be transferred to Parcel A-5.

VECTORSPACE DEVELOPMENT OF REGIONAL IMPACT (DRI)

What is a DRI? The State's Developments of Regional Impact Program provided a process to identify regional impacts from large developments and required appropriate development order provisions to mitigate these impacts. Amendments to the DRI were submitted through the state's Notice of Proposed Change (NOPC), which required an extensive review from various state agencies and a regional planning council prior to approval by the City. In 2010, 2011 and 2018, several changes were made to the program, essentially removing the state and regional planning council's review of future amendments to the VectorSpace DRI. Currently the DRI is expired; however, the Development Order still governs development in VectorSpace [renamed to Riverfront Center].

Local procedures. According to the FL Dept. of Economic Opportunity, effective April 9, 2018, the statutory provisions in Chapter 380.06, Florida Statutes, related to developments of regional impact (DRI) were amended to eliminate the review process regarding changes to existing DRIs. Chapter 2018-158, Laws of Florida. This change is in addition to statutory changes in 2015 and 2016 that eliminated the DRI review process for new proposed developments that exceed the DRI thresholds and are not exempt from review. Amendments to development orders for existing DRIs are to be considered by the local governments that issued the development orders, without state and regional review,

pursuant to their local development review procedures. The staff determined that the City's master plan procedures provide the most appropriate local process. **Approval of the amended master plan application and related Resolution will amend the governing Development Order by allocating hotel rooms to Parcel/Tract A-5**.

VectorSpace DRI Development Order. The DRI was first established by Brevard County Resolution in 1986 as a mixed use development with industrial, commercial, office and multifamily developments. The City annexed the DRI in 1999, then in 2001, adopted the County's land development regulations by reference, applied the City's Planned Industrial Park future land use designation, and rezoned the area to the Planned Industrial District (PID).

Development within the DRI. Currently, the VectorSpace DRI is not built out. Recent development within the DRI include the Hyatt Place Hotel, built in 2020 on Parcel/Tract G, the Courtyard by Marriott built in 2022 on Parcel/Tract D, a site plan is under review for a 122 room hotel (Woodspring Suites Hotel) on Parcel/Tract F-3-4, a laboratory facility building (Draper Test Facility) is currently under site and building construction on Parcel/Tract E.1.Site plans are under review for an industrial warehouse/manufacturing development (Stotan) on Parcel/Tract A and Parcel/Tract E.2, and a warehousing facility (Amazon) is under site review for Parcel/Tract I and J. The table below provides a history of cumulative development within the DRI.

Cumulative Development in Riverfront Center (formerly VectorSpace)								
Use	**Original DRI (1986)**	**Resolution 89-328 (1989)**	**Resolution 17-2004 (2004)**	**Amended DRI (2007)**	**Resolution 11-2019 (2019)**	**Developed to Date (Aug 1, 2025)**	**Remaining Development**	**Proposed Amendment**
Commercial	221,800 s.f.	221,800 s.f.	221,800 s.f.	221,800 s.f..	221,800 s.f.	83,868 s.f. *(-137,932 s.f.)*	83,868 s.f.	83,868 s.f.
Office	485,000 s.f..	544,459 s.f. *(+59,459* s.f.)	544,459 s.f.	520,459 s.f. *(-24,000* s.f.)	485,579 s.f. *(-34,880 s.f.)*	373,639 s.f. *(-111,940 s.f.)*	373,639 s.f.	373,639 s.f.
Industrial	725,000 s.f.	956,334 s.f. (+231,334 s.f.)	956,334 s.f.	926,334 s.f. *(-30,000* s.f.)	852,654 s.f. *(-43,680 s.f.)*	822,654 s.f. *(-30,000 s.f.)*	822,654 s.f.	751,302 s.f. ***(-71,352 s.f.)***
Hotel	500 rooms	500 rooms	500 rooms	610 rooms *(+110 rooms)*	770 rooms *(+160 rooms)*	508 rooms *(-262 rooms)*	508 rooms	604 rooms ***(+96 rooms)***
Multi-Family	422 units	0 units *-422 units*	0 units	0 units	0 units	0 units	0 units	0 units

**Data obtained from VectorSpace DRI Biennial Reports and City approvals.*

1. 250 room hotel for Tracts F-2, 3 and 4 NOPC/CUP 15-2007 (41812014)
2. Tract M : 128 rooms Residence Inn approved by association in 2025 .
3. 160 room hotel for Tract D / Marriott Courtyard – 152 rooms built.
4. 110 room build, hotel (Courtyard) Tract G / NOPC / CUP 10-2006 (41812016)
5. 124 room hotel for Tract A-5 Parcel I.D. 23-35-01-25-A-5 (MP No. 1-2026) **includes the transfer of 28 hotel rooms from Tracts F-3-4*

PROPERTY INFORMATION

Existing Use, Future Land Use, and Zoning

Existing Use	Future Land Use	Zoning
Vacant Industrial Land	Planned Industrial Park	Planned Industrial Development (PID)

Proposed Use, Future Land Use, and Zoning

Proposed Use	Future Land Use	Zoning
Hotel	Planned Industrial Park	Planned Industrial Development

SURROUNDING PROPERTY INFORMATION

Existing Use, Future Land Use, and Zoning

Location	Use	Future Land Use	Zoning
North	Tranquility Mixed Use Development *(S.R. 405, Nasa Cswy)*	Regional Mixed Use	Regional Mixed Use (RMU)
South	Vacant Industrial Land (North American Properties), Drainage Easement	Planned Industrial Park, Conservation	Planned Industrial Development (PID), Open Space and Recreation (OR)
East	American Police Hall of Fame and Museum	Planned Industrial Park	Planned Industrial Development (PID)
West	Vacant Industrial Land (Stotan)	Planned Industrial Park	Planned Industrial Development (PID)

STAFF ANALYSIS

Section 34-40 of the LDR lists the review criteria under which the Planning and Zoning Commission and the City Council review applications as they relate to zoning.

The following are staff's findings.

1. ***Comprehensive Plan Consistency Statement.*** *The master plan amendment will modify the governing Development Order by allocating hotel rooms to Parcel/Tract A-5 consistent with the existing Planned Industrial Park future land use.*

   1.1. Public facilities are available and concurrent with the land use change per the Comprehensive Plan and Concurrency provisions of the Land Development Regulations.

   Staff Comment: A preliminary concurrency review indicated that the proposed hotel use will not exceed the level of service standards of the comprehensive plan for water, sewer and roads. The project will be reviewed for formal concurrency with the submittal of a site plan. The preliminary concurrency review indicated that a traffic study for the new hotel development be submitted with the site plan.

   In 2007, the DRI was amended by converting 24,000 square feet of office and 30,000 square feet of industrial uses into 110 hotel rooms allocates to Parcel/Tract G. In 2019,

the DRI was amended converting 34,880 square feet of office and 43,680 square feet of industrial uses into 160 hotel rooms allocated to Parcel/Tract D. ***The current request will transfer 28 hotel rooms from Parcel/Tract F-3-4 and will also convert 71,352 square feet of industrial uses into 96 hotel rooms for a total of 124 hotel rooms allocated to Parcel/Tract A-5.***

Transportation impact.

Staff Comment: Horizon Drive will provide access for the proposed hotel development. Using procedures published in the 11th Edition of the Institute of Traffic Engineers (ITE), the City's preliminary concurrency assessment anticipates the development to generate an additional 991 ADT (Average Daily Trips) on the segment of West Nasa Causeway (SR405) from US1 to SR 321 (Space Commerce Way). The increase will not exceed standard level of service; however, a traffic study will be required with the submittal of a site plan to determine any safety improvements that may be necessary. The applicant has also provided ITE trip generation rates for the conversion of industrial to hotel use. The applicant's analysis indicates that the conversion will create 226 additional daily trips, an increase from 320 to 546 daily trips.

Solid Waste.

Staff Comment: Solid waste needs will be evaluated with the submittal of a site plan or building permit.

1.2. *Public streets are adequate to access the property.*

Staff Comment: The proposed amendment has frontage along S.R. 405 / Nasa Causeway and Horizon Drive. Horizon Drive will provide access for the proposed hotel development. Horizon Drive is classified as a local roadway pursuant to Sec. 9.3 of the Transportation Technical Manual.

1.3. The land will support the proposed development.

Staff Comment: The property appears able to support the proposed development. The property is located within Flood Zone X (area of minimal flood hazard). The Environmental Report conducted in November of 2025 by Atlantic Environmental indicates the site consists of +/-4.63 acres of uplands and +/-0.38 acres of wetlands along the western extent of the property. A soils map is included in the agenda item for this request. The property is not within the Area of Critical Concern.

1.4. Environmental impact.

Staff Comment: The Environmental Report conducted in November of 2025 by Atlantic Environmental indicates the site consists of +/-4.63 acres of uplands and +/-0.38 acres of wetlands. Impacts to wetlands require permitting through the St. Johns River Water Management District (SJRWMD) and the Florida Department of Environmental Protection (FDEP).

2. **The existing zoning, if deemed consistent with the Comprehensive Plan, shall be presumed correct unless substantial change in the area has occurred since the original zoning.**

Staff Comment: The Riverfront Center Planned Industrial Park was established in the 1980's as a DRI with a Master Plan and Development Order. The amendment will transfer 28 hotel rooms from Parcel/Tract F-3-4 and will also convert 71,352 square feet of industrial uses into 96 hotel rooms for a total of 124 hotel rooms allocated to Parcel/Tract A-5.

3. The density or intensity of the proposed rezoning and use shall be consistent with:

3.1. The development in the area;

Staff Comment: Major deviations such as changes to the permitted uses of land within the DRI require an amendment through the master plan process.

3.2. Not likely to cause a depreciation of property values in the area.

Staff Comment: The transfer of hotel rooms and the conversion of industrial use within the previously approved DRI is unlikely to cause a depreciation of property values.

4. The application is consistent with zoning in the area.

Staff Comment: The Riverfront Center Industrial Park was previously VectorSpace Industrial Park is an DRI established in the 1980's with a Master Plan and Development Order. Commercial, office, industrial, and hotel are permitted uses within the approved master plan. Major deviations such as changes to the permitted uses of land within the DRI require an amendment through the master plan process.

5. The application will protect the public health, safety, morals or welfare of the general public.

Staff Comment: Prior to development a traffic study will be required with a corresponding site plan to address any new safety improvements to intersections, surrounding roads, and turning movements, if any. The development must be consistent with the DRI, PID zoning district and Land Development Regulations regarding setbacks, buffers, the location of parking and stormwater retention, and requirements of the City's Airport Impact Area Overlay.

6. Whether the applicant has sufficiently protected adjacent land uses and zoning districts by adequate buffering and screening.

Staff Comment: The development is required to provide at minimum a 10-foot landscape yard (buffer) along abutting properties, a 20-foot right of way buffer along Horizon Drive and a 30-foot right of way buffer along US1. The concept plan illustrates the required minimum landscape yard buffers. Landscape yard buffers and appropriate screening must be installed in accordance with Division 10, Subdivision 3 of the Land Development Regulations. The site layout will be in general conformance with the concept plan attached with this application. Major deviations to the plan require an amendment through the City's Master Plan process.

7. Substantial reasons why the property cannot be used in the existing zoning district.

Staff Comment: Approval of the application will amend the VectorSpace DRI Development Order to allow 124 hotel rooms on Parcel/Tract A-5. The site plan will be in general conformance with the layout illustrated in the hotel concept plan. Major deviations such as changes to the permitted uses of land within the DRI require an amendment through the master plan process.

COMMUNITY ENGAGEMENT MEETING LDR Section 34-13.

Staff Comment: A community engagement meeting is not required as the amendment pertains to approximately 3.6% of the development. Amendments to an approved Master Plan or Development Agreement provided that less than ten (10) percent of the total acreage of the Master Plan or Development Agreement is subject to the amendment, or an increase of less than ten (10) percent of the number of residential units or square footage of non-residential development [34-13.(b)(2)b.].

HIGHLIGHTS OF STAFF FINDINGS

1. The proposed conversion methodology is consistent with a prior conversion approved in 2007 and in 2019.

2. Approval of the amended master plan application and related Resolution will amend the governing Development Order by allocating hotel rooms to Parcel/Tract A-5.

3. Water and sewer are available to serve the development. The proposed hotel use will not exceed the level of service standards of the comprehensive plan for water, sewer and roads.

4. An amendment to the Development Order requires approval from the agency responsible for managing the DRI. Riverfront Center, Inc., is the responsible agency and is the managing Association for the DRI. The city received authorization signed by Brent Shepherd, President of Riverfront Center, Inc. allowing the request.

RECOMMENDATION

Approve the transfer of 28 hotel rooms from Parcel/Tract F-3-4 and the conversion of 71,352 square feet of industrial uses into 96 hotel rooms for a total of 124 hotel rooms allocated to Parcel/Tract A-5 with the following condition.

1. Approval of the master plan application will allocate the 124 hotel rooms to Tract/Parcel A-5. The site plan must be consistent with the DRI, PID zoning district and Land Development Regulations regarding setbacks, buffers, the location of parking and stormwater retention, and requirements of the City's Airport Impact Area Overlay.

This recommendation is based upon the staff analysis, information and evidence presented, and in accordance with the City Charter of the City of Titusville, the Code of Ordinances and Land Development Regulations, Section 34-40 of the Code, the adopted comprehensive plan and the provisions of Chapter 163 and 166, Florida Statutes.

Gateway to Nature & Space

APPLICATION FOR REZONING (REZ) / PLANNED DEVELOPMENT (PD) / MASTER PLAN (MP)

Please submit electronically a completed application including 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: ECHO Suites Extended Stay Hotel	Property Address/Location Description: Vacant Land Lot A Horizon Drive
2. Type of Request	Rezoning (REZ) ☐ Planned Development (PD) ☐ Master Plan (MP) ☒	
2. Applicant/ Owner	Name of Applicant/Contact: Linwood V Rice, EPIC Consultants of FL	Name of Owner: National Association of Chiefs of Police Inc.
	Street Address: 505 Indian River Avenue	Street Address: 6350 Horizon Drive
	City: Titusville State: FL Zip: 32796	City: Titusville State: FL Zip: 32780
	Telephone #: 321-427-0251 Fax #:	Telephone #: 321-264-0911 Fax #:
	E-Mail Address: wrice@epic-fl.com	E-Mail Address: brents@aphf.org
3. Applicant Status	☐ Owner ☐ Tenant ☒ Agent ☐ Other	
4. Parcel ID	23-35-01-25-A.3	**Tax Acct.** 2323463
5. Site Size	Acres: 5.01	Square Feet: 218,249.4
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: PIP - Vacant Land	
	NORTH: RMU - Tranquility Bay Separated by NASA Causeway	
	SOUTH: CON - Conservation, then PIP - Industrial (same industrial park)	
	EAST: PIP - American Police Hall of Fame (same industrial park)	
	WEST: PIP - Vacant Land (same industrial park)	

7. Current Future Land Use Designation	Future Land Use: PIP			
8. Existing Zoning District	PID			
9. Proposed Zoning District	PID			
10. Building Status	Existing Building(s) on the site? Vacant Land	New Buildings Proposed? 4-Story Hotel (124 Rooms)		
11. Note any previous rezonings on the site	MP Revision MP No. 1-201. This revision was not for this tract in the Master Plan but was for tracts C & D (Courtyard by Marriott)			
12. Check other applications submitted	Conditional Use ☐	Vacation of Easement ☐	Master Plan Approval ☒	Rezoning ☐
	Vacation of Right of Way ☐	Site Plan ☐	Subdivision/ Plat ☐	Other: Site Pre-application Submittal
13. Narrative	Please provide a brief description of your request and the proposed project: (Attach separate narrative page if necessary) The applicant on behalf of the owner is submitting this application to revise the existing master plan to allow for a hotel use on Lot A of the Rivercenter PID (formerly the Vectorspace PID). The developer intends to constructed a 4-story Echo Suites Extend Stay Hotel with 124 rooms. This request includes the transfer of 28 rooms from parcels F3, F4 & F5, and conversion of industrial use to hotel use for the remaining 96 rooms.			

- **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.
6. I understand that as the Applicant, I must hold a public meeting prior to the scheduling of any public hearings before the Planning and Zoning Commission or City Council for this item. Notices for this meeting must be sent to all property owners within 500 feet of the subject property.

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/ 04/27/2026

(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 5 and 6)

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	X
2.	Warranty Deed	X
3.	Notarized Owner Authorization Form (If applicable)	X
4.	Legal Description (from a certified survey in Microsoft Word format)	X
5.	Certified Survey (sealed and containing permanent reference points as described by Chapter 177, Florida Statutes, with bearings, distances and closures) in electronic PDF format	X
6.	Names, addresses and address labels for all property owners within 500 feet of the subject property. We request COT to provide these labels at a cost of $35.00 *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.*	X
7.	For **Planned Development and Master Plan** applications, a conceptual site plan (minimum 24" x 36") in electronic PDF format. See table below for requirements.	X
8.	For **Planned Development and Master Plan** applications, a Planned Development Ordinance establishing the development standards for the Planned Development.	NA ☐
9.	For **Master Plan** applications, a Unified Control Agreement pursuant to Sec. 34-54 of the Land Development Regulations.	NA ☐
10.	Pre-Application Meeting Date: 02/10/2026 Staff in Attendance: Staff: Christie Anderson, Sandra Reller, Ashleigh Smith, KB Ofosu, Kyle Mack,	X
11.	Community Meeting per Ordinance 26-2019 – Tentative meeting date _____	NA ☐

Items 8, 9 & 11 are not applicable. This request if for a revision to the existing master plan to allow hotel use on lot A of the master plan PID. All other requirements in the master plan will follow the existing regulations and requirements.

Conceptual Site Plan Checklist

(Development Review Procedures Manual Section 5 and 6)

THE CONCEPTUAL SITE PLAN SHALL INCLUDE THE FOLLOWING:

1.	All information required for a sketch plat. (if applicable)	NA ☐
2.	Development plan identifying the location and acreage of each component and district of the project, including the location and placement of proposed land uses by type and density, density, layout of lots, open space designation, location of landscape buffer areas required by these regulations, recreational facilities, commercial uses, other permitted uses, off-street parking and loading locations and refuse collection locations.	☐ NA
3.	Development plans showing access and buffer areas (both external and internal) to the development and how pedestrian and other non-motoring travel will be safely integrated.	NA ☐
4.	Tabulations of acreage devoted to each use and total gross acreage of the project. These tabulations shall include acreage totals for each use, open space designations, recreation facilities, streets, parks, schools and other uses. Within these tabulations, information relative to the total number and type of residential units, the residential density for each type of unit, and the overall residential density of the project shall be provided.	☒
5.	An environmental component, including maps and analyses, which determine the effect of the proposed development upon the conservation/preservation of native habitat, wildlife, floodplains, recreation advantages wetlands and other natural resources.	☒
6.	Documentation as to the impact of the proposed development on the levels of service for roads, potable water, sanitary sewer, solid waste drainage, parks and any other public facilities and services. (Preliminary Concurrency Analysis)	☒
7.	A stormwater management plan with sufficient detail included to demonstrate that the proposed development can comply with the requirements of the Land Development Regulations.	☒
8.	The location of existing buildings and structures including the dimensions.	☒

Items 1, 2 & 3 are not applicable. This is not a new master plan request this is only a request to revise the existing master plan to allow hotel use on lot A of the PID. All other requirements in the master plan will follow the existing regulations and requirements.

Item 4-8 above is site specific to LOT A

Other items included in this request are as follows:
Authorization from Lot F3, F4, F5 releasing 28 rooms from those lots to Lot A.
ITE Trip Generation with Room Transfer and Industrial Area conversion comparison

Anderson, Christie

From: wrice@epic-fl.com
Sent: Thursday, July 2, 2026 11:43 AM
To: Anderson, Christie
Cc: Carrie Bailey
Subject: Re: Fw: Allocation Hotel Rooms – Vector Space / Riverfront Center Inc. Echo Suites

Christi

Yes based on the difference between hotel room trips vs industrial trips we concur with this change as authorized by the POA.

Woody

EPIC Consultants of Florida LLC
L.V. "Woody" Rice
505 Indian River Avenue
Titusville, FL 32796
Phone: 321.427.0251

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On 7/2/2026 8:41 AM, Anderson, Christie wrote:

> Hi Woody,

Can you please respond to this email confirming your request will be updated to reflect that the amount of industrial square footage utilized for the hotel conversion will be increased from 28,541.4 sq. ft. to 71,352 sq. ft. based on our trip generation analysis. Thank you!

Christie Anderson, AICP

Senior Planner | City of Titusville

555 S. Washington Avenue

Titusville, FL 32781-2806

(321) 567-3777

Please Note: *Florida has a very broad public records law. Most written communications to or from City employees regarding City business*

are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

From: Anderson, Christie
Sent: Friday, June 26, 2026 4:14 PM
To: 'wrice@epic-fl.com' <wrice@epic-fl.com>
Cc: Carrie Bailey <carrie@rimrockcompanies.com>; Parrish, Bradley <Brad.Parrish@titusville.com>
Subject: RE: Fw: Allocation Hotel Rooms – Vector Space / Riverfront Center Inc. Echo Suites

Hi Woody,

I have you on our calendars for Wed. July 1st at 10am.

Christie Anderson, AICP

Senior Planner | City of Titusville

555 S. Washington Avenue

RESOLUTION NO. X-2026

A RESOLUTION OF THE CITY OF TITUSVILLE, FLORIDA, ALLOCATING ONE HUNDRED AND TWENTY FOUR (124) HOTEL ROOMS TO TRACT A-5 IN THE VECTORSPACE DEVELOPMENT OF REGIONAL IMPACT

WHEREAS, the Development of Regional Impact ("DRI") known as VectorSpace (a/k/a Riverfront Center) is a 164-acre development located on the western shore of the Indian River in Titusville, Florida;

WHEREAS, the original VectorSpace Development Order ("Development Order") was adopted by Brevard County in 1986; and

WHEREAS, the VectorSpace was modified in 1989 via Resolution No. 89-328; and

WHEREAS, the City of Titusville annexed Vectorspace on August 24, 1999 with the adoption of Ordinance No. 19-1999 and recorded in Official Records Book 2931, Page 1993, Public Records of Brevard County, Florida. The City of Titusville adopted the Development Order for VectorSpace by Resolution No. 6-2001; and

WHEREAS, the City of Titusville approved an amendment to the Development Order on April 23, 2002, which transferred the hotel land use designation from Tract D to Tract M for two hundred and fifty (250) hotel rooms;

WHEREAS, on December 11, 2007, the City of Titusville approved an Amended Development Order allowing VectorSpace to now consist of six hundred and ten (610) hotel rooms; and

WHEREAS, on March 12, 2019, the City of Titusville again approved an Amended Development Order which allows VectorSpace to now consist of seven hundred and seventy (770) hotel rooms;

WHEREAS, the owner of Tract A-5 submitted a Master Plan Amendment Application No. 1-2026 to the City of Titusville requesting the allocation of one hundred and twenty four (124) hotel rooms for Tract A-5;

WHEREAS, the City Council of the City of Titusville approves the application; and

WHEREAS, the City Council of the City of Titusville approves this amendment to the Development Order.

NOW THEREFORE BE IT RESOLVED THAT THE CITY OF TITUSVILLE, FLORIDA hereby issues this Amendment to Development Order providing for the following:

1. Convert the Industrial square feet for Tract A-5 into 96 hotel rooms and transfer 28 hotel rooms from Tract F-3-4 as specified on Exhibit "A".

2. Other than modified above, the Development Order is reconfirmed.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ___ day of ____, 2026.

_____

Andrew Connors, Mayor

ATTEST:

_____

Wanda Wells, City Clerk

EXHIBIT "A"

1. REFERENCE TO MASTER DEVELOPMENT PLAN:

   VectorSpace Development of Regional Impact (Known as Riverfront Center)

2. PERMITTED USES, PERMITTED ACCESSORY USES, DENSITY / INTENSITY MINIMUMS AND MAXIMUMS, CRITICAL DESIGN FEATURES, LAND USE ALLOCATION TABLE:

Cumulative Development in Riverfront Center (formerly VectorSpace)								
Use	**Original DRI (1986)**	**Resolution 89-328 (1989)**	**Resolution 17-2004 (2004)**	**Amended DRI (2007)**	**Resolution 11-2019 (2019)**	**Developed to Date (Aug 1, 2025)**	**Remaining Development**	**Proposed Amendment**
Commercial	221,800 s.f.	221,800 s.f.	221,800 s.f.	221,800 s.f..	221,800 s.f.	83,868 s.f. *(-137,932 s.f.)*	83,868 s.f.	83,868 s.f.
Office	485,000 s.f..	544,459 s.f. *(+59,459* s.f.)	544,459 s.f.	520,459 s.f. *(-24,000* s.f.)	485,579 s.f. *(-34,880 s.f.)*	373,639 s.f. *(-111,940 s.f.)*	373,639 s.f.	373,639 s.f.
Industrial	725,000 s.f.	956,334 s.f. (+231,334 s.f.)	956,334 s.f.	926,334 s.f. *(-30,000* s.f.)	852,654 s.f. *(-43,680 s.f.)*	822,654 s.f. *(-30,000 s.f.)*	822,654 s.f.	751,302 s.f. ***(-71,352 s.f.)***
Hotel	500 rooms	500 rooms	500 rooms	610 rooms *(+110 rooms)*	770 rooms *(+160 rooms)*	508 rooms *(-262 rooms)*	508 rooms	604 rooms ***(+96 rooms)***
Multi-Family Units	422 units	0 units *-422 units*	0 units	0 units	0 units	0 units	0 units	0 units

**Data obtained from VectorSpace DRI Biennial Reports and City approvals.*

1. 250 room hotel for Tracts F-2, 3 and 4 NOPC/CUP 15-2007 (41812014)
2. Tract M : 128 rooms Residence Inn approved by association in 2025 .
3. 160 room hotel for Tract D / Marriott Courtyard – 152 rooms built.
4. 110 room build, hotel (Courtyard) Tract G / NOPC / CUP 10-2006 (41812016)
5. 124 room hotel for Tract A-5 Parcel I.D. 23-35-01-25-A.5 (MP No. 1-2026) *includes transfer of 28 hotel rooms from Tracts F-3-4.

Legend:
CUP: Conditional Use Permit
NOPC: Notification of a Proposed Change
NOTE: Draper: 21,000 SF of Office Space & 30,000 SF of Industrial developed

3. REQUIREMENTS, ROADWAY DESIGN / TRAFFIC CIRCULATION, UTILITIES, NATURAL RESOURCES, BUFFERING / SCREENING:

   Site plans must be consistent with the VectorSpace DRI Development Order, PID zoning district and the City of Titusville's Land Development Regulations regarding building setbacks, shoreline setbacks, buffers, the location of parking and stormwater retention, and requirements of the City's Airport Impact Area Overlay.

4. AMENDMENT PROCEDURES AND APPROVAL TIMEFRAME:

   Modifications to the VectorSpace DRI shall follow the procedures specified in Section 6.3 of the City of Titusville Development Review Procedures Manual.

EXHIBIT "B"

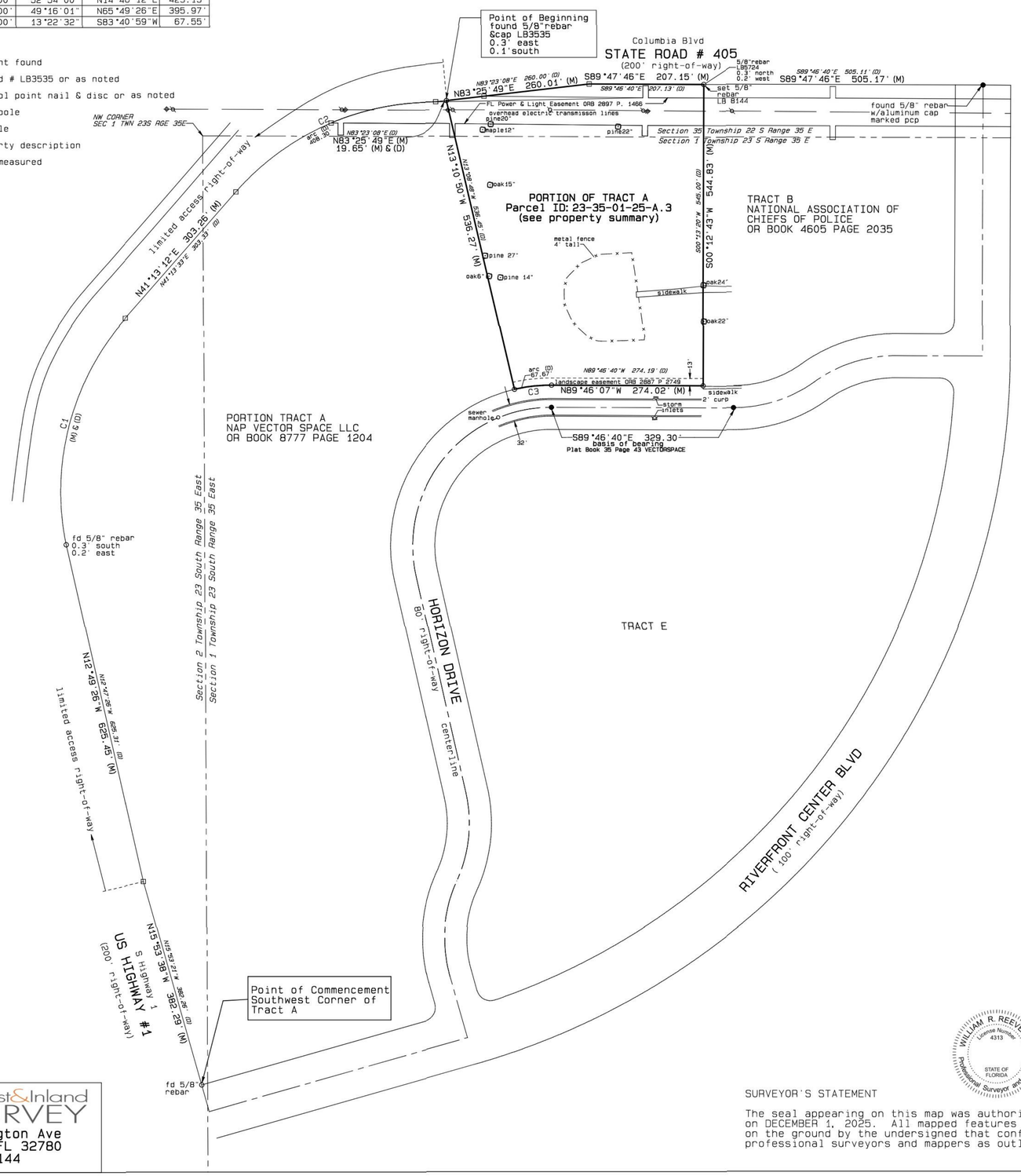
RIVERFRONT CENTER
A PLANNED CORPORATE ENVIRONMENT
TITUSVILLE, FL
INDIAN RIVER (Intra-coastal Waterway)
Riverfront CENTER
J
Interstellar Properties
(IP)
I
IP
H
BOEING
K
L
Wild Life
HABITAT
20.00 AC
F-2
RUSH
F-1
RUSH
F3-4
RABEL
G
Hyatt Place
US 1
Port Canaveral : 20 miles
M
Delaware
North
D
Courtyard
Delaware
North
E.2
NAP
E.1
DRAPPER Lab
(NAP)
North American Properties
A-1
A-2
A-3
A-4
C
Lockheed Martin
B
Police Hall
of Fame
PHF
A-5
Eternal Flame
K.S.C.
VISITORS
CENTER
5 miles
SR 405
I-95
5 miles
NORTH

CURVE DATA (M)

LINE	ARC	RADIUS	DELTA	CHORD BEARING	CHORD
C1	438.56'	475.00'	52°54'00"	N14°46'12"E	423.15'
C2	408.44'	475.00'	49°16'01"	N65°49'26"E	395.97'
C3	67.70'	290.00'	13°22'32"	S83°40'59"W	67.55'

LEGEND

- □ concrete monument found
- ○ 5/8" rebar found # LB3535 or as noted
- ● permanent control point nail & disc or as noted
- ⊕ concrete power pole
- wood utility pole
- (D) data from property description
- (M) survey data as measured



NORTH

PROPERTY DESCRIPTION

The Land referred to herein below is situated in the County of Brevard, State of Florida, and is described as follows:

A parcel of land lying in Section 35, Township 22 South, Range 35 East and in Section 1, Township 23 South, Range 35 East, being a portion of Tract "A" of the plat of VECTORSPACE as recorded in Plat Book 35 at Pages 43 through 47, inclusive, of the Public Records of Brevard County, Florida; said subject parcel being more fully described as follows:

Commence at the Southwest corner of said Tract "A"; thence along the Westerly line of said Tract "A" the following course to wit: N.15°53'21"W., along the East line of the 200.00 foot wide U.S. Highway No. 1 right-of-way per said plat, a distance of 382.26 feet to the beginning of the limited access right-of-way line of the U.S. Highway No. 1 to State Road 405 interchange; thence along said limited access right-of-way line and said East line, the following five (5) courses to wit: N.12°47'26"W., a distance of 625.31 feet to a point on the arc of a non-tangential 475.00 foot radius curve concave to the East which has a chord bearing of N.14°46'33"E.; Northerly, along an arc of said curve, through a central angle of 52°54'00", an arc distance of 438.56 feet to a point-of-tangency, N.41°13'33"E., a distance of 303.30 feet to a point-of-curvature of a 475.00 foot radius curve concave to the South; Easterly, along an arc of said curve, through a central angle of 49°15'00", an arc distance of 408.30 feet; N.83°23'08"E., a distance of 19.65 feet to the Point of Beginning of the lands herein described; N.83°23'08"E., a distance of 260.00 feet to the South right-of-way line of the 200.00 foot wide State Road No. 405 right-of-way per said plat; thence departing said limited access right-of-way line, S.89°46'40"E., along said Northerly line of Tract "A" and said South right-of-way line, a distance of 207.13 feet to the Northeast corner of said Tract "A"; thence departing said Northerly line and said South right-of-way line, S.00°13'20"W., along the Easterly line of said Tract "A", a distance of 545.00 feet to the Northerly line of 80.00 foot wide right-of-way of Horizon Drive per said plat; thence along said Southerly line of Tract "A" and said Northerly right-of-way, the following two (2) courses to wit: N.89°46'40"W., a distance of 274.19 feet to the point-of-curvature of a 290.00 foot radius curve concave to the South; Westerly, along said Southerly line, said Northerly right-of-way line and an arc of said curve, through a central angle of 13°22'08", an arc distance of 67.67 feet; thence departing said Southerly line, Northerly right-of-way line and arc, N.13°08'48"W., a distance of 536.45 feet to the Point of Beginning.

PROPERTY SUMMARY

owner: National Association of Chiefs of Police Inc
OR Book 8202 Page 1894

Tax Ac# 2323463

Area: 5.01 Acres

Survey Notes

1. Copies of this map are not valid without signature and seal.
2. Accuracies of data points collected have a positional tolerance of +/- 2 cm and are based on a closed traverse and redundant measurements.
3. This survey was performed using a Title Insurance Commitment made by: First American Title Insurance Company, Commitment No.6597942, October 23, 2025 at 8:00 a.m. The property surveyed and shown on this map is the same as described in EXHIBIT A.
4. All trees with 6" diameter and greater were located on the property and are shown excepting palms and invasive species.
5. The purpose of this survey is support a tenative site design and study.

Map Showing

Boundary Survey with Tree Location

Portion of Tract A
Vectorspace
Plat Book 35 Page 43
City of Titusville, Brevard County Florida
Date of Survey: November 28, 2025

GRAPHIC SCALE 1"=100'
0 100 200 300

WILLIAM R. REEVES, JR. License Number 4313 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by William R Reeves Jr
Date: 2025.12.02 14:15:45 -05'00'

SURVEYOR'S STATEMENT

The seal appearing on this map was authorized by William R. Reeves, Jr., LS#4313 on DECEMBER 1, 2025. All mapped features shown hereon are based on a survey made on the ground by the undersigned that conforms to the Standard of Practice for professional surveyors and mappers as outlined in Chapter 5J-17 F.A.C.

Coast&Inland SURVEY
918 S Washington Ave
Titusville, FL 32780
Lic. No. LB8144

CFN 2018147585, OR BK 8202 Page 1894, Recorded 07/02/2018 at 10:18 AM, Scott Ellis, Clerk of Courts, Brevard County Doc. D: $3192.00

3
3

THIS INSTRUMENT PREPARED BY
AND RETURNED TO:
JOHN H. EVANS, ESQUIRE
1702 South Washington Avenue
Titusville, Florida 32780
Consideration: $456,000.00

#C

Property Appraisers Parcel I.D. 23-35-01-25-A.3

THIS WARRANTY DEED; Made the 29 day of June, 2018 by TED GLASRUD ASSOCIATES FL, LLC, a Florida limited liability company, successor by merger to TED GLASRUD ASSOCIATES OF DELAND, FL, INC., a Florida corporation, hereinafter called the Grantor to NATIONAL ASSOCIATION OF CHIEFS OF POLICE, INC., a Florida not-for-profit corporation, hereinafter called Grantee, whose post office address is 6350 Horizon Drive, Titusville, Florida 32780.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land, situate in Brevard County, State of Florida, viz:

See Exhibit "A" attached hereto and incorporated herein by reference

Subject to Real Property Taxes for year 2018 and subsequent years.

Subject to restrictions, reservations, easements and covenants of record.

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

AND the Grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2017.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

TED GLASRUD ASSOCIATES FL, LLC, a Florida limited liability company, successor by merger to TED GLASRUD ASSOCIATES OF DELAND, FL, INC., a Florida corporation

By Its Manager: GLASRUD MANAGEMENT, INC., a Florida corporation

Witness Sign Name: Teresa M. Thompson
Witness Print Name: Teresa M. Thompson

By: _____
THEODORE G. GLASRUD, as President
1700 West Highway 36, Suite 650
Roseville, MN 55113

Witness Sign Name: Diane Williams
Witness Print Name: Diane Williams

STATE OF ~~FLORIDA~~ Minnesota
COUNTY OF Ramsey

The foregoing instrument was acknowledged before me this 22nd day of June, 2018, by THEODORE G. GLASRUD, as President of GLASRUD MANAGEMENT, INC., a Florida corporation, as Manager of TED GLASRUD ASSOCIATES FL, LLC, a Florida limited liability company, successor by merger to TED GLASRUD ASSOCIATES OF DELAND, FL, INC., a Florida corporation, on behalf of the limited liability company, who is X personally known to me or who ____produced a Driver's license as identification.

[SEAL]

GEORGE POLLEY
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2020

_____
Notary Signature

C:\\Julie\12818\warranty deed 6-15-18-j doc

Exhibit "A"

A parcel of land lying in Section 35, Township 22 South, Range 35 East and in Section 1, Township 23 South, Range 35 East, being a portion of Tract "A" of the plat of "Vectorspace" as recorded in Plat Book 35 at Pages 43 through 47, inclusive, of the Public Records of Brevard County, Florida; said subject parcel being more fully described as follows:

Commence at the Southwest corner of said Tract "A"; thence along the Westerly line of Said Tract "A" the following four (4) courses to wit: N.15°53'21"W., along the East line of the 200.00 foot wide U.S. Highway No. 1 right-of-way per said plat, a distance of 382.26 feet to the beginning of the limited access right-of-way line of the U.S. Highway No. 1 to State Road 405 interchange; thence along said limited access right-of-way line and said East line, the following seven (7) courses to wit: N.12°47'26"W., a distance of 625.31 feet to a point on the arc of a non-tangential 475.00 foot radius curve concave to the East which has a chord bearing of N.14°46'33"E.; Northerly, along an arc of said curve, through a central angle of 52°54'00", an arc distance of 438.56 feet to a point-of-tangency, N.41°13'33"E., a distance of 303.30 feet to a point-of-curvature of a 475.00 foot radius curve concave to the South; Easterly, along an arc of said curve, through a central angle of 49°15'00", an arc distance of 408.30 feet; N.83°23'08"E., a distance of 19.65 feet to the Point of Beginning of the lands herein described; N.83°23'08"E., a distance of 260.00 feet to the South right-of-way line of the 200.00 foot wide State Road No. 405 right-of-way per said plat; thence departing said limited access right-of-way line, S.89°46'40"E., along said northerly line of Tract "A" and said South right-of-way line, a distance of 207.13 feet to the Northeast corner of said Tract "A"; thence departing said Northerly line and said South right-of-way line, S.00°13'20"W., along the Easterly line of said Tract "A", a distance of 545.00 feet to the Northerly line of 80.00 foot wide right-of-way of Horizon Drive per said plat; thence along said Southerly line of Tract "A" and said Northerly right-of-way, the following two (2) courses to wit: N.89°46'40"W., a distance of 274.19 feet to the point-of-curvature of a 290.00 foot radius curve concave to the South; Westerly, along said Southerly line, said Northerly right-of-way line and an arc of said curve, through a central angle of 13°22'08", an arc distance of 67.67 feet; thence departing said Southerly line, Northerly right-of-way line and arc, N.13°08'48"W., a distance of 536.45 feet to the Point of Beginning.

PROPERTY DESCRIPTION

The Land referred to herein below is situated in the County of Brevard, State of Florida, and is described as follows:

A parcel of land lying in Section 35, Township 22 South, Range 35 East and in Section 1, Township 23 South, Range 35 East, being a portion of Tract “A" of the plat of VECTORSPACE as recorded in Plat Book 35 at Pages 43 through 47, inclusive, of the Public Records of Brevard County, Florida; said subject parcel being more fully described as follows:

Commence at the Southwest corner of said Tract "A"; thence along the Westerly line of said Tract "A" the following course to wit: N. 15°53'21"W., along the East line of the 200.00 foot wide U.S. Highway No. 1 right-of-way per said plat, a distance of 382.26 feet to the beginning of the limited access right-of-way line of the U.S. Highway No. 1 to State Road 405 interchange; thence along said limited access right-of-way line and said East line, the following five (5) courses to wit: N.12°47'26"W., a distance of 625.31 feet to a point on the arc of a non-tangential 475.00 foot radius curve concave to the East which has a chord bearing of N.14°46'33"E.; Northerly, along an arc of said curve, through a central angle of 52°54'00", an arc distance of 438.56 feet to a point-of-tangency, N.41°13'33"E., a distance of 303.30 feet to a point-of-curvature of a 475.00 foot radius curve concave to the South; Easterly, along an arc of said curve, through a central angle of 49°15'00", an arc distance of 408.30 feet; N.83°23’08” E., a distance of 19.65 feet to the Point of Beginning of the lands herein described; N.83°23'08"E., a distance of 260.00 feet to the South right-of-way line of the 200.00 foot wide State Road No. 405 right-of-way per said plat; thence departing said limited access right-of-way line, S.89°46'40"E., along said Northerly line of Tract "A" and said South right-of-way line, a distance of 207.13 feet to the Northeast corner of said Tract "A"; thence departing said Northerly line and said South right-of-way line, S.00°13'20"W., along the Easterly line of said Tract "A", a distance of 545.00 feet to the Northerly line of 80.00 foot wide right-of-way of Horizon Drive per said plat; thence along said Southerly line of Tract "A" and said Northerly right-of-way, the following two (2) courses to wit: N.89°46,40"W., a distance of 274.19 feet to the point-of-curvature of a 290.00 foot radius curve concave to the South; Westerly, along said Southerly line, said Northerly right-of-way line and an arc of said curve, through a central angle of 13°22'08", an arc distance of 67.67 feet; thence departing said Southerly line, Northerly right-of-way line and arc, N.13°08'48'W., a distance of 536.45 feet to the Point of Beginning.

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: 02-03-2026

To: City of Titusville
Attn: Planning Department
555 S. Washington Avenue
Titusville, FL 32796-3584

PROJECT DESCRIPTION: Echo Suites Extended Stay Hotel - Rimrock

PROJECT ADDRESS: Horizon Drive Parcel ID: 23-35-01-25-A.3 Tax ID: 2323463

Please accept this documentation as authorization for L.V."Woody" Rice, P.E. (EPIC Consultants of Florida LLC) to apply for the above selected request.
(Name of Applicant)

✓ BTA Shepherd
Property Owner Signature

Nation Association of Chiefs of Police Inc.
Property Owner Name (Please Print)

6350 Horizon Drive
Street Address

Titusville, FL 32780
City, State, Zip code

✓ 321-264-0911 ext. 114
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

Sworn to and subscribed before me this 3 day of February 2026

Form of Identification FL Driver License

James Heffernan
Notary Public

My Commission Expires: 4-4-2026
Date

NOTARY PUBLIC STATE OF FLORIDA

JAMES HEFFERNAN
Commission # HH 248804
Expires April 4, 2026

Titusville
Gateway to Nature & Space

OWNER'S AUTHORIZATION FORM

Date: 02-03-2026

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: Echo Suites Extended Stay Hotel - Rimrock

PROJECT ADDRESS OR TAX ACCOUNT #: Horizon Drive - Parcel ID 23-35-01-25-A.3 Tax Id: 2323463

Please accept this documentation as authorization for L.V. "Woody" Rice, P.E. (EPIC Consultants of Florida LLC to apply for the above selected request.
Name of Engineer (Site Plan) or Contractor (Site Permit)

✓ BJ A Shepherd
Property Owner Signature

National Association of Chiefs of Police Inc
Property Owner Name (Please Print)

6350 Horizon Dr.
Street Address

Titusville, FL 32780
City, State, Zip Code

✓ 321-264-0911 ext. 114
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 Brevard

The foregoing instrument was acknowledged before me this 3 day of February 2026, by **OWNER** name, title Brent Shepherd by means of ☒ physical presence or ☐ online notarization, who is personally known to me or who has produced FL Dr. Lic. as identification and who did (did not) take an oath.

James Heffernan
Notary Public, State of Florida
Printed Name: James Heffernan
My Commission Expires: 4-4-26

NOTARY PUBLIC STATE OF FLORIDA
JAMES HEFFERNAN
Commission # HH 248804
Expires April 4, 2026

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) Hotel Room Transfer Only
- ☐ Planned Development (PD)
- ☐ Rezoning (REZ)
- ☐ Right-of-Way Vacation (ROW)
- ☐ Small Scale Amendment (SSA)
- ☐ Variance (VAR)

Date: 06/09/2026

To: City of Titusville
Attn: Planning Department
555 S. Washington Avenue
Titusville, FL 32796-3584

PROJECT DESCRIPTION: Transfer of 28 Hotel Rooms from Tract F.4 & F.5 to Tract A.3

PROJECT ADDRESS: Horizon Drive Tax Account 2300377 to Horizon Drive Tax Account 2323463

PARCEL ID# OR TAX ACCT #: 23-35-01-25-F (F.4 & F.5) to 23-35-01-25-A.3

Please accept this documentation as authorization for L.V. "Woody" Rice, P.E. (EPIC Consultants of Florida LLC (Name of Applicant) to apply for the above selected request.

Property Owner Signature

Space Coast Land, LLC
Property Owner Name (Please Print)

122 S Bumby Ave., #9A
Street Address

Orlando, FL 32803
City, State, Zip code

407 448 6826
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 FLORIDA

Subscribed and sworn to before me on this 25TH day of June, 2026,
By Mike Stuart who is personally known to me or produced N/A as identification.

Notary Public Signature

My Commission Expires: Nov. 12, 2029
Date

NOTARY PUBLIC STATE OF FLORIDA
DONALD CUROTTO
Commission # HH 731272
Expires November 12, 2029

January 27, 2026

Rimrock Development Holdings, LLC
Carrie Bailey
343 NW Cole Terrace, Suite 201
Lake City, FL 32055

Re: Riverfront Center, Titusville, Florida Parcel A.3, Proposed Hotel Site

Ms. Bailey,

The Board of Directors of Riverfront Center met on January 21, 2026. As part of that meeting, the property your company is pursuing for a hotel development was discussed. In the meeting, the Board approved the site plan and elevations you submitted. The Board then discussed the proposed room count for your development (124 rooms) and approved that as well. The Board further approved reallocating the remaining hotel rooms of the 250 that were previously approved for Tracts F-2,3,4 under the Amended DRI (2007) to any other Tracts within Riverfront Center whose development may require them, since the developer of those Tracts only has 122 rooms approved by the Board. That would leave 128 rooms available to any other developer of any other Tract within Riverfront Center. In addition to the room reallocation, the Board approved modifying the DRI to add 30 rooms to the 610 rooms already granted by the DRI since adding the additional rooms represents a de minimis change to the room count, and if such modification to the DRI is necessary, to do so by decreasing the Office and/or Industrial square footage granted under the DRI since no developers' plans or Tracts would be adversely affected by doing so.

If I can be of further assistance, please don't hesitate to contact me.

Sincerely,

Riverfront Center, Inc.

BA Shepherd

Brent A. Shepherd, President

6285 Riverfront Center Boulevard · Titusville · Florida · 32780

SPACE COAST LAND, LLC

June 18, 2026

National Association of Chiefs of Police, Inc.
c/o Brent Shepard
6350 Horizon Drive
Titusville, FL 32780

Re: Allocation of Hotel Rooms – Vector Space / Riverfront Center Inc.

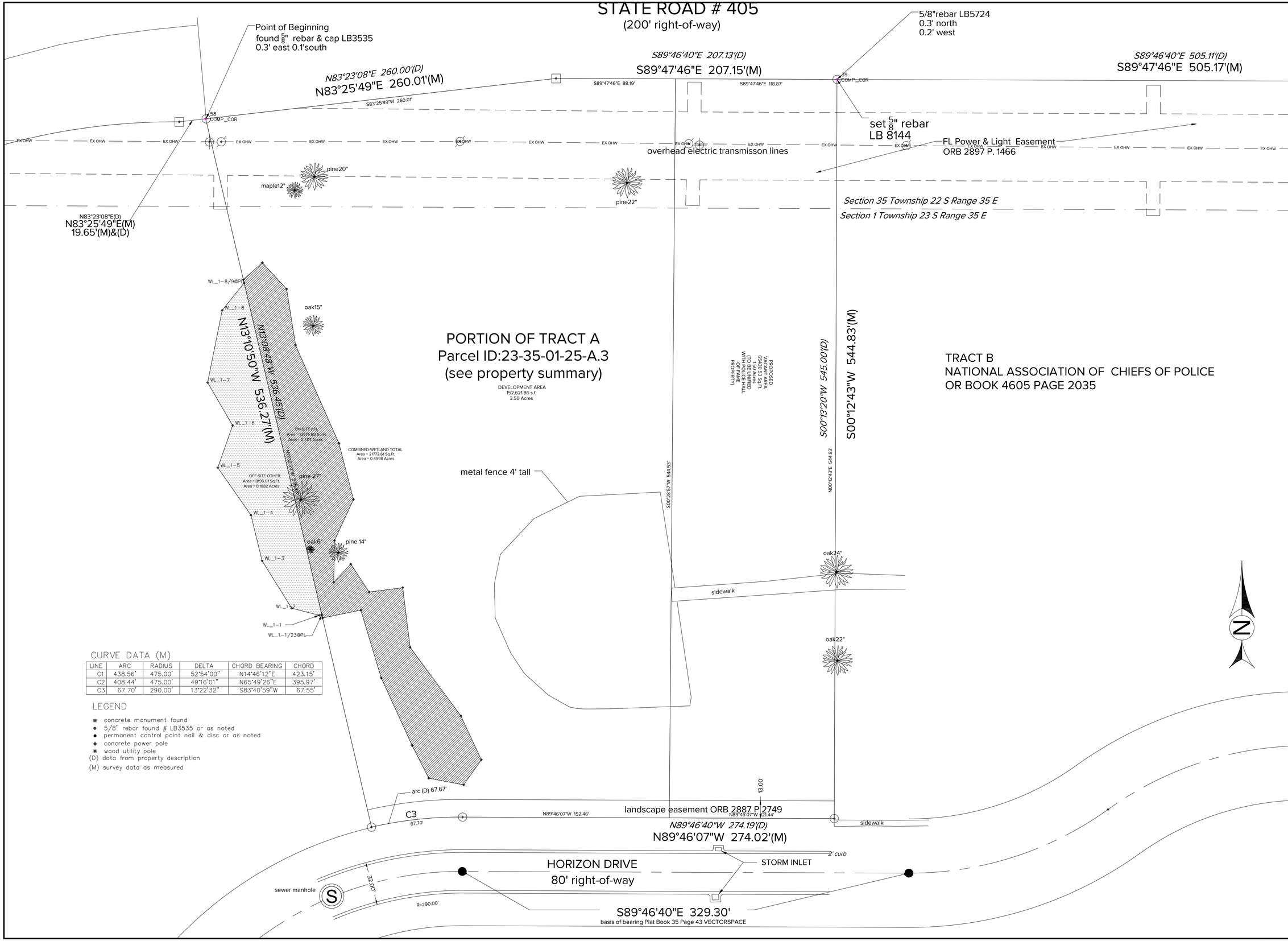
Brent,

Parcel identification #: 23-35-01-25-F (F.4 & F.5) is allocated 250 hotel rooms. Please allow this letter to confirm the transfer of 28 hotel rooms from Parcel identification #: 23-35-01-25-F (F.4 & F.5) to the property owned by the National Association of Chiefs of Police, Inc with parcel identification #: 25-35-01-25-A.3. In the event the 28 hotel rooms are not utilized within twelve (12) months from the date of this letter, any unused rooms shall automatically revert back to Parcel identification #: 23-35-01-25-F (F.4 & F.5). For clarity, Parcel identification #: 23-35-01-25-F (F.4 & F.5) will retain 222 hotel rooms of which 122 have been allocated to the Woodspring Suites Hotel development.

Please contact me should you have any questions.

Regards,

Mike Stuart
Manager - Space Coast Land, LLC



CURVE DATA (M)

LINE	ARC	RADIUS	DELTA	CHORD BEARING	CHORD
C1	438.56'	475.00'	52°54'00"	N14°46'12"E	423.15'
C2	408.44'	475.00'	49°16'01"	N65°49'26"E	395.97'
C3	67.70'	290.00'	13°22'32"	S83°40'59"W	67.55'

LEGEND

- concrete monument found
- 5/8" rebar found # LB3535 or as noted
- permanent control point nail & disc or as noted
- concrete power pole
- wood utility pole

(D) data from property description
(M) survey data as measured

EPIC
ENGINEERING · PERMITTING
INSPECTION · CONSTRUCTION
EPIC Consultants of Florida, LLC
505 Indian River Ave · Titusville · Florida · 32796
Phone: (321) 427-0251 · Email: wrice@epic-fl.com
Florida Registration #30899

ECHO SUITES EXTENDED STAY HOTEL

HORIZON DRIVE
TITUSVILLE, FL 32780

EXISTING CONDITIONS

NO.	REVISIONS	DATE

PROPERTY INFORMATION

Sec-Township-Range
Zoning | Future Land Use
Parcel ID
Tax Account

NOT FOR CONSTRUCTION

Linwood V. Rice
FL PE LIC. 49304

This item has been digitally signed and sealed by Linwood V Rice, PE, on the date adjacent to the seal.

Signature must be verified on any electronic copies.

Scale 1" = 30'

Sheet C-100 | DWG Date XX-XX-25

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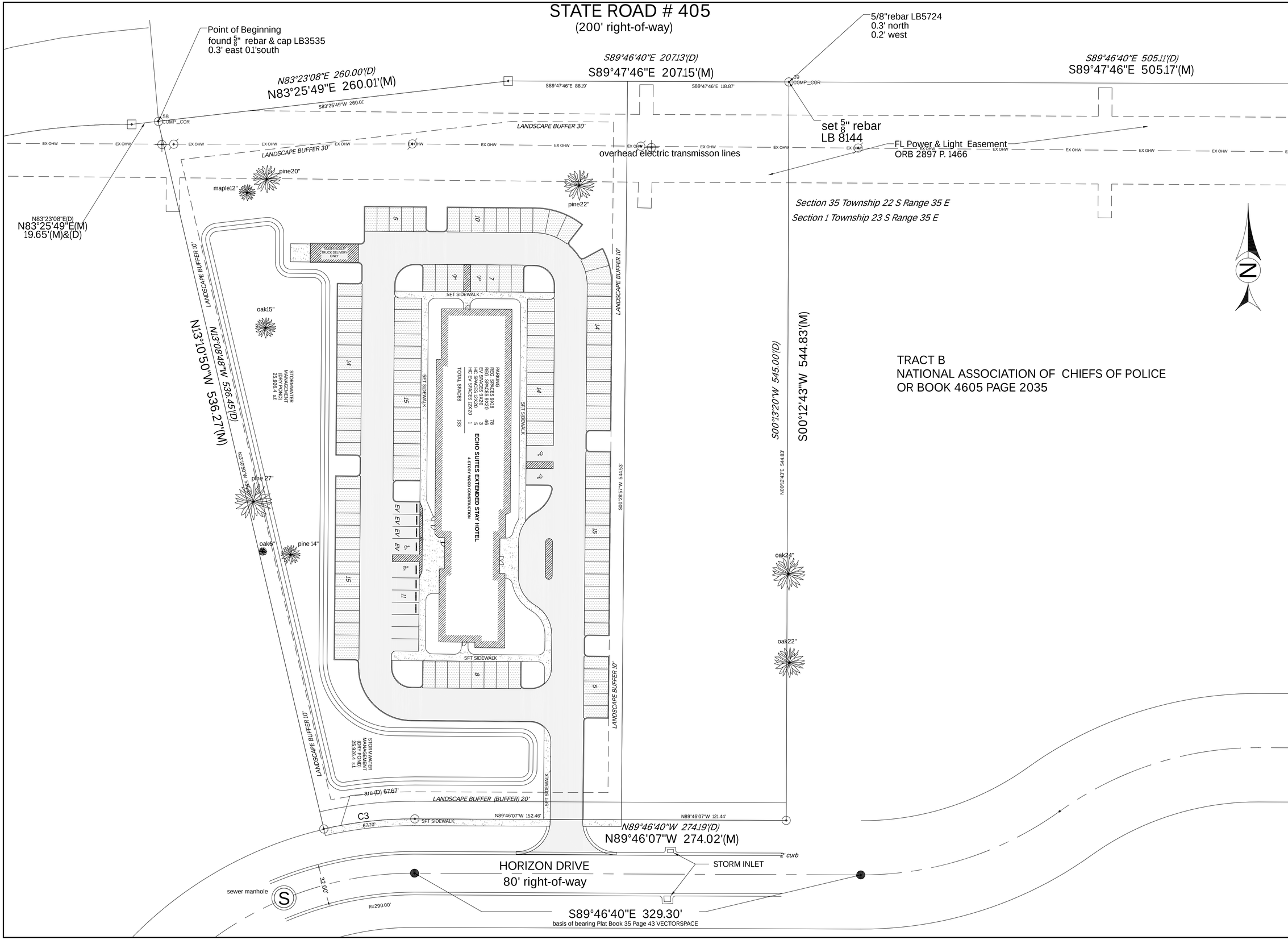

EPIC
ENGINEERING · PERMITTING
INSPECTION · CONSTRUCTION
EPIC Consultants of Florida, LLC
505 Indian River Ave · Titusville · Florida · 32796
Phone: (321) 427-0251 · Email: wrice@epic-fl.com
Florida Registration #30899

ECHO SUITES EXTENDED STAY HOTEL

HORIZON DRIVE
TITUSVILLE, FL 32780

SITE OVERVIEW

NO.	REVISIONS	DATE

PROPERTY INFORMATION

Sec-Township-Range	
Zoning	Future Land Use
Parcel ID	
Tax Account	

NOT FOR CONSTRUCTION

Linwood V. Rice
FL PE LIC. 49304

This item has been digitally signed and sealed by Linwood V Rice, PE, on the date adjacent to the seal.

Signature must be verified on any electronic copies.

Scale 1" = 30'

Sheet C-200 | DWG Date XX-XX-25

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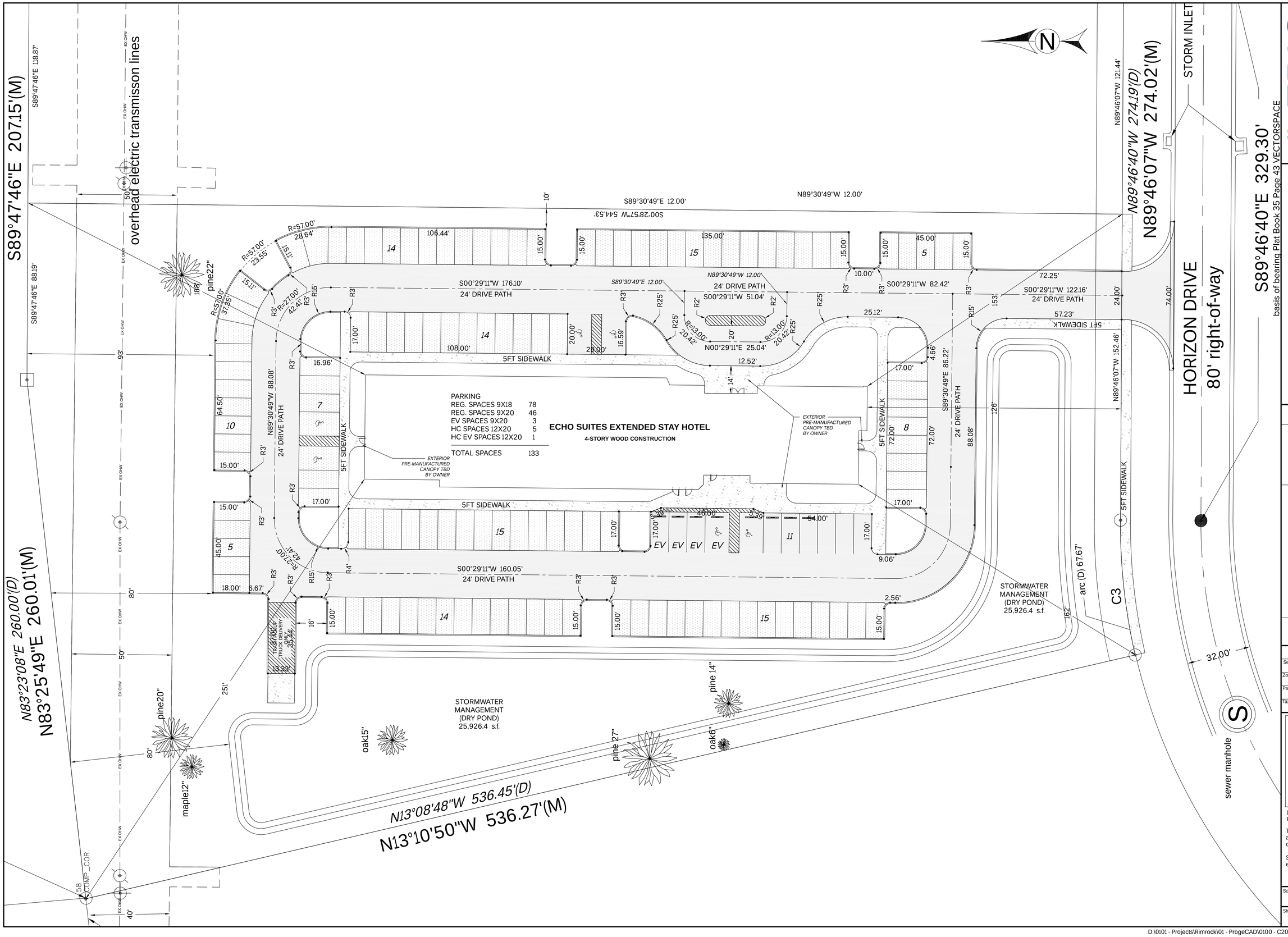

EPIC
ENGINEERING · PERMITTING
INSPECTION · CONSTRUCTION

EPIC Consultants of Florida, LLC
505 Indian River Ave. Titusville-Florida - 32796
Phone: (321) 427-0251 - Email: wrice@epic-fl.com
Florida Registration #30899

ECHO SUITES EXTENDED STAY HOTEL

HORIZON DRIVE
TITUSVILLE, FL 32780

DIMENSIONS & LAYOUT

NO.	REVISIONS	DATE

PROPERTY INFORMATION

Sec-Township-Range	
Zoning	Future Land Use
Parcel ID	
Tax Account	

NOT FOR CONSTRUCTION

Linwood V. Rice
FL PE LIC. 49304

This item has been digitally signed and sealed by Linwood V Rice, PE, on the date adjacent to the seal.

Signature must be verified on any electronic copies.

Scale: 1" = 20'

Sheet: C-201

DWG Date: XX-XX-25

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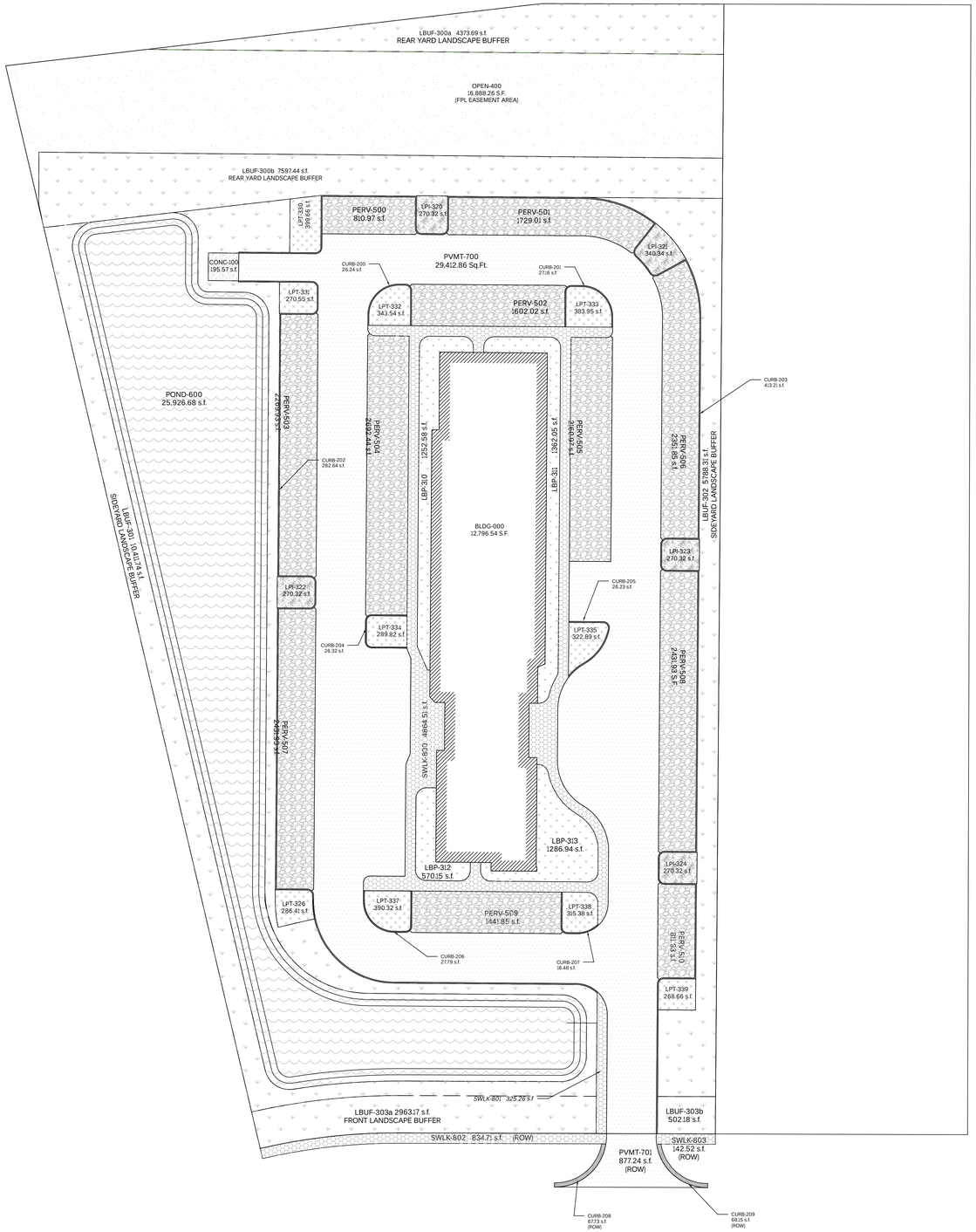

BUILDING
(BLDG-000 SERIES)

CONCRETE
(CONC-100 SERIES)

CURBING
(CURB-200 SERIES)

LANDSCAPE BUFFERS
(LBUF-300 SERIES)

LANDSCAPE BUILDING PERIMETER
(LBP-310 SERIES)

LANDSCAPE PARKING INTERNAL ISLANDS
(LPI-320 SERIES)

LANDSCAPE PARKING TERMINAL ISLANDS
LPT-(330 SERIES)

OPEN SPACE
(OPN-400 SERIES)

PERVIOUS CONCRETE
(PCON-500 SERIES)

PAVEMENT
(PVMT-600 SERIES)

SIDEWALKS
(SWLK-700 SERIES)

STORM PONDS
(POND-800 SERIES)

THE CODE REQUIRED REAR LANDSCAPE BUFFER AREA = 10,332.89 s.f.
The provided rear landscape buffer outside of the FPL easement area is
(LBUF-300a + LBUF-300b)
4373.69' + 7597.44' = 11,971.13 s.f.

Area On-Site		
Area Name	**S.F.**	**Acres**
BLDG-000	12,796.54	0.2938
CONC-100	195.57	0.0045
CURB-200	26.24	0.0006
CURB-201	27.16	0.0006
CURB-202	282.64	0.0065
CURB-203	413.21	0.0095
CURB-204	26.32	0.0006
CURB-205	26.23	0.0006
CURB-206	27.79	0.0006
CURB-207	18.48	0.0004
LBP-310	1252.58	0.0288
LBP-311	1,362.05	0.0313
LBP-312	570.15	0.0131
LBP-313	1286.94	0.0295
LBUF-300a	4,273.69	0.0981
LBUF-300b	7,597.44	0.1744
LBUF-301	10,411.74	0.239
LBUF-302	5788.31	0.1329
LBUF-303a	2,963.17	0.068
LBUF-303b	502.18	0.0115
LPI-320	270.32	0.0062
LPI-321	340.34	0.0078
LPI-322	270.32	0.0062
LPI-323	270.32	0.0062
LPI-324	270.32	0.0062
LPT-326	286.21	0.0066
LPT-330	399.66	0.0092
LPT-331	270.55	0.0062
LPT-332	343.54	0.0079
LPT-333	383.95	0.0088
LPT-334	289.82	0.0067
LPT-335	322.89	0.0074
LPT-337	390.32	0.009
LPT-338	315.38	0.0072
LPT-339	268.66	0.0062
OPEN-400	16,888.26	0.3877
PERV-500	810.97	0.0186
PERV-501	1,729.01	0.0397
PERV-502	1602.02	0.0368
PERV-503	2,269.93	0.0521
PERV-504	2,692.44	0.0618
PERV-505	2,160.97	0.0496
PERV-506	2,351.85	0.054
PERV-507	2,431.93	0.0558
PERV-508	2,431.93	0.0558
PERV-509	1441.85	0.0331
PERV-510	811.93	0.0186
POND-600	25,926.68	0.5952
PVMT-700	29,412.86	0.6752
SWLK-800	4,864.51	0.1117
SWLK-801	325.26	0.0075
Total	152,693.43	3.5054

Area In ROW		
Area Name	**S.F.**	**Acres**
CURB-208	67.73	0.0016
CURB-209	68.15	0.0016
PVMT-701	877.24	0.0201
SWLK-802	834.71	0.0192
SWLK-803	142.52	0.0033
Total	**1,990.35**	0.0457

EPIC
ENGINEERING · PERMITTING
INSPECTION · CONSTRUCTION
EPIC Consultants of Florida, LLC
505 Indian River Ave. Titusville Florida 32796
Phone: (321) 427-0251 · Email: wrice@epic-fl.com
Florida Registration #30899

ECHO SUITES
EXTENDED STAY HOTEL
HORIZON DRIVE
TITUSVILLE, FL 32780

AREA QUANTITIES

NO.	REVISIONS	DATE

PROPERTY INFORMATION

Sec-Township-Range	
Zoning	Future Land Use
Parcel ID	
Tax Account	

NOT FOR CONSTRUCTION

Linwood V. Rice
FL PE LIC. 49304

This item has been digitally signed and sealed by Linwood V Rice, PE, on the date adjacent to the seal.

Signature must be verified on any electronic copies.

Scale: 1" = 30'

Sheet: C-202

DWG Date: XX-XX-25

D:\0101 - Projects\Rimrock\01 - ProgeCAD\0100 - C200 Design\C-200 RIMROCK R7.dwg

PROPOSED
VACANT AREA
65430.53 Sq.Ft.
1.50 Acres
(TO BE UNIFIED
WITH POLICE HALL
OF FAME
PROPERTY)

STORM WATER MANAGEMENT SYSTEM CONTAINS LID PRINCIPLES WHICH INCLUDE A TREATMENT TRAIN OF PERVIOUS CONCRETE AND DRY RETENTION. RAIN GARDENS MAY BE INCORPORATED IN THE TRAIN IF DEEMED FEASIBLE.

THE SITE WILL TREAT THE 25YR - 24HR STORM EVENT AND MEET THE PRE-DEVELOPMENT VS POST-DEVELOPMENT DISCHARGE REQUIREMENTS. THE SYSTEM WILL ALSO BE DESIGNED TO MEET THE NEW SJRWMD CRITERIA FOR NITROGEN AND PHOSPHORUS TREATMENT.

THE FINAL DISCHARGE FOR THE PROJECT WILL BE THE EXISTING ROADSIDE INLET THAT DISCHARGES TO THE PID INTERNAL STORM WATER SYSTEM.

overhead electric transmisson lines

N00°12'43"E 544.83'

oak24"

oak22"

2' curb

STORM INLET

N89°46'07"W 121.44'

S89°46'40"E 329.30'
basis of bearing Plat Book 35 Page 43 VECTORSPACE

FINAL OUTFALL TO
THE EXISTING PID
STORMATER SYSTEM

HORIZON DRIVE
80' right-of-way

LANDSCAPE BUFFER 10'

S00°28'57"W 544.53'

LANDSCAPE BUFFER 10'

pine22"

PERV-506
2351.85 s.f.

PERV-508
2431.93 S.F.

PERV-510
811.93 s.f.

PERV-505
2160.97 s.f.

5FT SIDEWALK

PERV-501
1729.01 s.f.

PERV-502
1602.02 s.f.

PERMIT AREA
152,621.86 s.f.
3.50 Acres

ECHO SUITES EXTENDED STAY HOTEL

4-STORY WOOD CONSTRUCTION

5FT SIDEWALK

PERV-509
1441.85 s.f.

5FT SIDEWALK

5FT SIDEWALK

PERV-500
810.97 s.f.

PERV-504
2692.44 s.f.

EV EV EV EV

FINAL OUTFALL FOR
THE ONSITE STORM
WATER TREAMENT SYSTEM

N89°46'07"W 152.46'

LANDSCAPE BUFFER (BUFFER) 20'

5FT SIDEWALK

LANDSCAPE BUFFER 10'

STORMWATER
MANAGEMENT
(DRY POND)
25,926.4 s.f.

32.00'

TRASH PICKUP
TRUCK DELIVERY
ONLY

PERV-503
2269.93 s.f.

PERV-507
2431.93 s.f.

LANDSCAPE BUFFER 30'

pine20"

maple12"

oak15"

pine 14"

pine 27"

oak6"

sewer manhole

N

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Florida Registration #30899

ECHO SUITES
EXTENDED STAY HOTEL
HORIZON DRIVE
TITUSVILLE, FL 32780

STORMWATER SYSTEM

NO.	REVISIONS	DATE

PROPERTY INFORMATION

Sec-Township-Range

Zoning | Future Land Use

Parcel ID

Tax Account

NOT FOR CONSTRUCTION

Linwood V. Rice
FL PE LIC. 49304

This item has been digitally signed and sealed by Linwood V Rice. PE, on the date adjacent to the seal.

Signature must be verified on any electronic copies.

Scale: 1" = 50'

Sheet: C-203

DWG Date: XX-XX-25

D:\0\01 - Projects\Rimrock\01 - ProgeCAD\0100 - C200 Design\C-200 RIMROCK R7.dwg

4 REAR ELEVATION

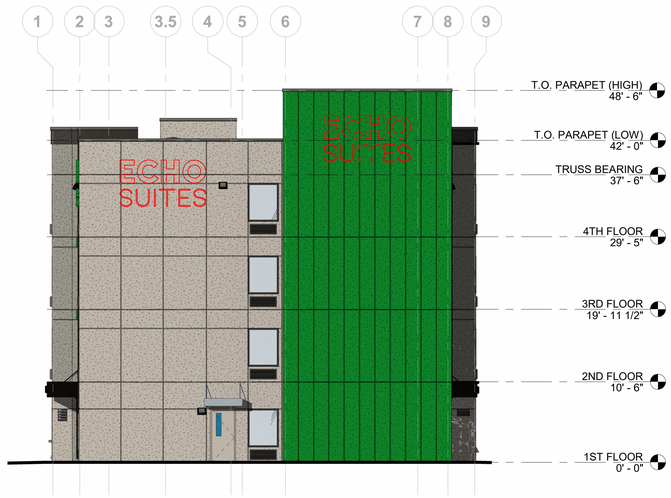
1/8" = 1'-0"

3 FRONT ELEVATION

1/8" = 1'-0"

2 RIGHT ELEVATION

1/8" = 1'-0"



1 LEFT ELEVATION

1/8" = 1'-0"

LEGEND

PATTERN	DESCRIPTION	PATTERN	DESCRIPTION
	GLAZING G1 STOREFRONT/WINDOW ALUMINUM FRAME COLOR: DARK BRONZE ANOD.		**GRILLE COVER FOR PTACS AND LOUVERS** DARK BRONZE
	G2 1" CLEAR INSULATED LOW-E POST APPLIED VINYL COLOR: WHITE FLAT		POTENTIAL SIGNAGE LOCATION
	PREFINISHED METAL COPING & SCUPPER COLOR: **PAINT TO MATCH DARK BRONZE WHEN SHEET METAL IS NEEDED:** SW 7020 BLACK FOX PPG 1007-7 BARK		OPTIONAL SIGNAGE LOCATIONS. OWNER/AOR TO COORDINATE WITH SIGNAGE VENDOR
	STUCCO WALL PANEL **S01** COLOR: ECHO 01 1030 ST DRYVIT #103 NATURAL WHITE TEXTURE: SANDBLAST **PAINT FOR DOORS, TRIMS, ADJACENT SURFACES:** SW 6071 POPULAR GRAY PPG 1025-3 WHISKERS		**STUCCO WALL PANEL** **S03** COLOR: ECHO 03 1030 S SW 6459 JADITE TEXTURE: SANDBLAST **PAINT FOR DOORS, TRIMS, ADJACENT SURFACES:** SW 6459 JADITE PPG 1139-5 SHEFFIELD
	S02 COLOR: ECHO 02 1030 S SW 7674 PEPPERCORN TEXTURE: SANDBLAST **PAINT FOR DOORS, TRIMS, ADJACENT SURFACES:** SW: 7674 PEPPERCORN PPG: 0996-7 SUMMER SHADOW		**S04** COLOR: ECHO 05 1030 ST DRYVIT #616 KINGS GRAY TEXTURE: SANDBLAST **PAINT FOR DOORS, TRIMS, ADJACENT SURFACES**: SW 7018 DOVETAIL PPG 1007-5 LAZY AFTERNOON

GENERAL NOTES

1. RE: SHEET G001 FOR ADDITIONAL GENERAL NOTES THAT ARE APPLICABLE.
2. CONTRACTOR TO VERIFY LOCATION OF SIGN WITH OWNER AND PROVIDE BLOCKING AND ELECTRICAL AS REQUIRED.
3. DIMENSIONS SHOWN ON THE EXTERIOR ELEVATIONS ARE TO THE FACE OF EXTERIOR WALL, FACE OF MASONRY (FOM), FACE OF CONCRETE WALLS (FOC), AND COLUMN GRID LINE, UNLESS OTHERWISE NOTED OR INDICATED.
4. RE: THE WINDOW TYPES SHEET FOR ALL EXTERIOR WINDOW TYPES AND GLASS TYPES.
5. EXTERIOR DOORS TO MATCH ADJACENT FINISH COLOR.
6. INSTALL EXPANSION JOINTS AT INTERIOR CORNERS AND FLOOR LINES.
7. CONTRACTOR TO PROVIDE SAMPLE OF EXTERIOR WALL FINISH AND COLOR TO ARCHITECT AND WYNDHAM FOR APPROVAL PRIOR TO FINISHING.
8. ALL CONDENSATE LINES THAT DAYLIGHT TO BE PAINTED TO MATCH ADJACENT BUILDING COLOR.
9. EXTERIOR LOUVERS EXCEPT FOR P-TAC LOUVERS ARE TO MATCH ADJACENT FINISH COLOR. BOD : RUSKIN ELF375X/ELF375XH
10. PROVIDE MFR APPROVED PAINT TO PAINT EXTERIOR EXPOSED PTAC SLEEVES TO MATCH COLOR OF ADJACENT GRILLE.

ARCHITECT OF RECORD:
101 architecture
ARCHITECTURE PLANNING INTERIOR DESIGN
8400 E. CRESCENT PARKWAY, SUITE 160
GREENWOOD VILLAGE, CO 80111
Tel. 720-881-1600
WWW.101ARCHITECTURE.COM

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CONSULTANTS

WYNDHAM HOTELS & RESORTS

REVISIONS / ISSUES

NO.	DESCRIPTION	DATE

PROTOTYPE CYCLE:

WHR_V2.0 (12/20/2024)

BULLETIN THROUGH:

WHR_V2.0 B000

PROJECT:

ECHO SUITES - EXTENDED STAY BY WYNDHAM PROTOTYPE

PROJECT ADDRESS

STREET ADDRESS CITY, STATE, ZIP

SCHEMATIC DESIGN

PROJECT NO. **ECHO####**

SHEET TITLE:

EXTERIOR ELEVATIONS

PROFESSIONAL SEAL

NOT FOR CONSTRUCTION

DATE: **00/00/2026**

DRAWN BY: **BG**

CHECKED BY: **FM**

SHEET NO.

A2.0

ITE Trip Generation Rates - 11th Edition

TRIP GENERATION PRIOR TO CONVERTING INDUSTRIAL AREA TO HOTEL ROOMS

Description/ITE Code	Units	ITE Vehicle Trip Generation Rates (peak hours are for peak hour of adjacent street traffic unless highlighted)								Existing Units	Total Generated Trips			Total Distribution of Generated Trips					
		Weekday	AM	PM	Pass-By	AM In	AM Out	PM In	PM Out		Daily	AM Hour	PM Hour	AM In	AM Out	Pass-By	PM In	PM Out	Pass-By
Industrial Park 130	KSF^2	3.37	0.34	0.34		81%	19%	22%	78%	28.5	96	10	10	8	2	0	2	8	0
Hotel 310	Rooms	7.99	0.46	0.59		56%	44%	51%	49%	28	224	13	17	7	6	0	8	8	0
All Suites Hotel 311	Rooms	4.40	0.34	0.36		53%	47%	49%	51%		0	0	0	0	0	0	0	0	0
										TOTAL	320	23	26	15	8	0	11	16	0

KSF^2 = Units of 1,000 square feet

TRIP GENERATION AFTER CONVERTING INDUSTRIAL AREA TO HOTEL ROOMS

Description/ITE Code	Units	ITE Vehicle Trip Generation Rates (peak hours are for peak hour of adjacent street traffic unless highlighted)								Proposed Units	Total Generated Trips			Total Distribution of Generated Trips					
		Weekday	AM	PM	Pass-By	AM In	AM Out	PM In	PM Out		Daily	AM Hour	PM Hour	AM In	AM Out	Pass-By	PM In	PM Out	Pass-By
Industrial Park 130	KSF^2	3.37	0.34	0.34		81%	19%	22%	78%		0	0	0	0	0	0	0	0	0
Hotel 310	Rooms	7.99	0.46	0.59		56%	44%	51%	49%		0	0	0	0	0	0	0	0	0
All Suites Hotel 311	Rooms	4.40	0.34	0.36		53%	47%	49%	51%	124	546	42	45	22	20	0	22	23	0
										TOTAL	546	42	45	22	20	0	22	23	0
										DIFFERENCE	226	20	18	7	12	0	11	7	0

KSF^2 = Units of 1,000 square feet

The Transfer/Conversions of Industrial area and existing Hotel rooms totaling 124 rooms to Tract A are as follows:
28 Existing Hotel Rooms with clasification of 310 converted to 28 Hotel Rooms with classification of 311.
96 (124 - 28) Hotel Rooms classification as 311 being converted from industrial use to Hotel use. This has an equivalent area of (96 rooms x 297.3 s.f. per room) = 28,541.4 s.f. of industrial area being convert to hotel rooms.

Converting from industrial to hotel is not a like-for-like conversion in terms of trip generation potential. For the same square footage, a hotel generates approximately 2.8 times more trips than an industrial use. As shown in the analysis, this results in a net increase of 226 daily trips. You may want to consider applying a reduction factor (2.5 to 2.8) to reduce the number of proposed hotel rooms to a value that is equivalent to the industrial square footage in terms of traffic trip generation.

— Engineering Review by Kwabena "KB" Ofosu

ECHO SUITES EXTENDED STAY - ROOM DATA

LEVEL	ROOM TYPE	AREA PER ROOM (s.f.)	QTY	TOTAL AREA (s.f.)
1 ST FLOOR	ACCESSIBLE DOUBLE QUEEN ROLLL-IN SHOWER	391	1	391
	ACCESSIBLE QUEEN ROLL-IN SHOWER	285	1	285
	DOUBLE QUEEN	311	16	4,976
	QUEEN	265	7	1,855
	TOTAL		25	7,507
2 ND FLOOR	ACCESSIBLE DOUBLE QUEEN TUB	397	1	397
	ACCESSIBLE QUEEN TUB	375	1	375
	DOUBLE QUEEN	311	18	5,598
	QUEEN	265	13	3,445
	TOTAL		33	9,815
3 RD FLOOR	ACCESSIBLE DOUBLE QUEEN TUB	397	1	397
	ACCESSIBLE QUEEN TUB	375	1	375
	DOUBLE QUEEN	311	18	5,598
	QUEEN	265	13	3,445
	TOTAL		33	9,815
4 TH FLOOR	ACCESSIBLE QUEEN TUB	375	1	375
	DOUBLE QUEEN	311	19	5,909
	QUEEN	265	13	3,445
	TOTAL		33	9,729
ALL FLOORS	ACCESSIBLE DOUBLE QUEEN ROLLL-IN SHOWER	391	1	391
	ACCESSIBLE QUEEN ROLL-IN SHOWER	285	1	285
	ACCESSIBLE DOUBLE QUEEN TUB	397	2	794
	ACCESSIBLE QUEEN TUB	375	3	1,125
	DOUBLE QUEEN	311	71	22,081
	QUEEN	265	46	12,190
	TOTAL ROOMS		124	36,866

Average Room Area (s.f.) 297.3

City of Titusville Preliminary Concurrency Assessment

Project Name: Echo Suites Extend Stay Hotel **Date:** May 28, 2026

Project Description: Hotel, 4 Stories, 124 Rooms

Residential Density (dwelling units): 124 **Non-Residential Intensity (1,000 s.f.):** 51.18

Total Water Capacity*		6.010 MGD
Less Current Demand**		4.978 MGD
Less Future Commitments (FDEP/Water Supply Allocation permits)		0.542 MGD
Remaining Capacity***		0.490 MGD
Estimated Unit Based Water Demand******	62.00	0.0186 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**		4.688 MGD
Less Future Commitments (FDEP Permits)		0.567 MGD
Remaining Capacity***		1.495 MGD
Estimated Unit Based Wastewater Demand******	62.00	0.0140 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: W NASA Causeway **Adopted LOS:** E **Max Capacity:** 38,430 ADT

Current Conditions

Roadway Segment: US1 - SR 321 (Space Commerce Way) **2025 E+C Count:** 17,570 ADT
Volume/Count Ratio: 0.46

Future Conditions

Roadway Segment: **Existing + New Count:** 18,561 ADT
Volume/Count Ratio: 0.48

Secondary Access

Street Name: **Adopted LOS:** **Max Capacity:** - ADT

Current Conditions

Roadway Segment: **2025 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*:	310	Index
Average Vehicle Trips per Unit on a Weekday:	7.99	ADT
Total Average Vehicle Trips for this Development on a Weekday:	991	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:	49,085	**Required Recreation/Open Space:**	392.68 AC
Adopted LOS (acres/1,000 population):	8	**Current Recreation/Open Space:**	566.60 AC
		Existing Available Recreation/Open Space Capacity:	173.92 AC
Project Population:	277	**Required Recreation/Open Space:**	2.21 AC
		Remaining Recreation/Open Space Capacity:	171.71 AC

Staff Comments

A Traffic Study **is** required.

Evaluated By: CA, ACS, KO **Evaluation Expiration Date:** 11/24/2026

ATLANTIC
ENVIRONMENTAL
ENVIRONMENTAL PERMITTING & MITIGATION

ENVIRONMENTAL ASSESSMENT

On the

ECHO Suites – Titusville Project Site
Tax Account No. 2323463
Horizon Drive
Titusville, Florida

Conducted for:

Ms. Carrie Bailey
Rimrock Development Holdings, LLC
1301 Riverplace Boulevard, Ste 2150
Jacksonville, Florida 32207

Conducted by:

Atlantic Environmental of Florida, LLC
657 Montreal Avenue
Melbourne, Florida 32935

November 25, 2025

ATLANTIC ENVIRONMENTAL
ENVIRONMENTAL PERMITTING & MITIGATION

657 Montreal Avenue • Melbourne, FL 32935
ph 321.676.1505 • fax 321.676.1730

November 25, 2025

Ms. Carrie Bailey
Rimrock Development Holdings, LLC
1301 Riverplace Boulevard, Ste 2150
Jacksonville, FL 32207

Re: Environmental Assessment
ECHO Suites – Titusville Project Site
Tax Account No. 2323463
Horizon Drive, Titusville, Florida
Atlantic Environmental File No. 25630

Dear Ms. Bailey:

Atlantic Environmental of Florida, LLC (Atlantic Environmental) has completed an environmental assessment and feasibility study of the above-referenced property, an approximately 5.01-acre parcel of land located on the north side of Horizon Drive in Titusville, Florida (Figures 1 and 2). The field assessment of this parcel, hereinafter referred to as "the Property", occurred on November 20, 2025. This study is intended to assess any reasonably ascertainable environmental issues that might influence the developability of the subject property. Following are the results of our study.

Topography and Soils

Figure 3 shows the USGS Topographical Map for the Property and surrounding areas. According to this map, the Property is relatively flat. The U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) map for Brevard County (Figure 4) depicts three soil types underlying the Property. Following is a description for these mapped soil types as they occur in a natural environment.

Immokalee sand (28)
The Immokalee component makes up 85 percent of the map unit. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy marine deposits. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, and September. Organic matter content in the surface horizon is about 2 percent. This soil does not meet hydric criteria.

Pomello sand (49)
The Pomello component makes up 90 percent of the map unit. This component is on rises on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is moderately well drained. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 33 inches during July, August, September, October, and November. This soil does not meet hydric criteria.

Quartzipsamments (52)
The Quartzipsamments, smoothed component makes up 100 percent of the map unit. This component is on fills on flats on marine terraces on coastal plains. The parent material consists of sandy marine deposits. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 42 inches during June, July, August, and September. This soil does not meet hydric criteria.

Past development and human activity surrounding and within the Property appears to have altered some of the characteristics possessed by the underlying soils. However, in general, the soils underlying the Property appear consistent with the above descriptions.

Vegetation and Community Types

Different combinations of natural and human-influenced factors, such as surface elevation, hydrology, vegetative species and structure, soil characteristics, and degree and type of historical disturbance, will give rise to a variety of distinct ecological systems and functions, known as communities and land uses. The Florida Land Use, Cover, and Forms Classification System (FLUCFCS) organizes most of the major categories of communities and land uses into particular descriptions, each corresponding to a different code number. Using our field observations and the FLUCFCS system as a guideline, Atlantic Environmental has identified three on-site communities as they currently exist on the Property. Figure 5 depicts the location and associated code number of the on-site FLUCFCS categories; specifically, Open Land (FLUCFCS Code number 190), Shrub and Brushland (320), and Wetlands (600).

Following is a description of these classifications, as they exist on the Property, along with an assessment of the jurisdictional wetland status based on the rules and regulations of the St. Johns River Water Management District (SJRWMD) and the U.S. Army Corps of Engineers (USACE).

Open Land (190)
A ±0.85-acre area appears to have been fairly recently filled to create an extension of the adjacent development. Vegetation is dominated by bahiagrass, capeweed, and Spanish needles. This community type consists of upland habitat and will require no wetland permitting or mitigation for direct impacts.

Shrub and Brushland (320)
A majority (±3.78 acres) of the Property appears to have consisted of a scrubby pine flatwoods community before it was cleared approximately 3 to 4 years ago. Vegetation is currently dominated by broomgrass, saw palmetto, winged sumac, guineagrass, cogongrass, bahiagrass, shrubby false buttonweed, muscadine grape, and emergent scrub oaks. This community type consists of upland habitat and will require no wetland permitting or mitigation for direct impacts.

Wetlands (600)
A wetland is present along the western extent of the Property and encompasses approximately 0.38 acres. This wetland extends off-site to the west and appears to be isolated from any other wetland or surface water. Vegetation is dominated by beakrush, sedges, Virginia chain fern, soft

rush, umbrella sedge, broomsedge, and coinwort. SJRWMD will assert jurisdiction over this wetland and require an Environmental Resource Permit for any proposed impacts. Also, since it appears the wetland (including the off-site portion) is larger than 0.50 acres in size, SJRWMD will also require wetland mitigation for any impacts. Lastly, USACE should not claim this area as a jurisdictional wetland since it is isolated from Waters of the United States.

Habitat Potential for Protected Wildlife Species

A preliminary survey for listed species and suitable listed species habitats was completed on the Property. This survey resulted in the determination that the Property provides suitable foraging habitat to support the below listed species found in east central Florida.

Wading Birds

Wading birds, including little blue herons, tricolored herons, sandhill cranes, and wood storks, depend on freshwater marshes and shorelines for foraging and typically roost in forested wetland systems. It is possible that any or all of these birds use the on-site wetlands from time to time on an opportunistic foraging basis. However, the preliminary survey did not indicate that any of the above listed protected wading bird species are using the Property in a way that is significantly dependent upon on-site habitat. No nests of any of the listed species were observed on the Property, and no signs of these species were noted. The potential opportunistic usage should not trip a threshold to require compensatory mitigation for any of these species.

Gopher Tortoise

Gopher tortoises are state listed as a threatened species. These species require three environmental conditions: well drained loose soil in which to burrow, adequate low-growing herbs for food, and open sunlit sites for nesting. Atlantic Environmental did not find any gopher tortoise burrows during the site visit. However, since suitable habitat is present, Atlantic Environmental recommends having a formal gopher tortoise survey completed prior to clearing/development over 100% of the suitable habitat. Prior to impacts, the acquisition of a permit will be required from the FWC. The cost of relocating can be discussed after a survey is completed and the number of potential tortoises is found.

Wetlands

Wetlands, including those located on the Property, are protected by state, federal, and/or local government rules against impacts from development. Should development be proposed which would affect these natural resources, permits authorizing these impacts would be needed, and mitigation for alterations to these wetlands can be required. Following is a general discussion of mitigation alternatives that may be applicable to the wetlands proposed to be impacted by development of the Property.

Prior to impacting a wetland on a particular piece of property it is required that all efforts have been made to eliminate wetland impacts. If elimination of wetland impacts is not practicable, it is then required that site development alternatives be considered that reduce wetland impacts. This elimination and reduction exercise will be required should impacts to wetlands be proposed on the Property. Once it has been determined that all reasonable efforts have been made to reduce wetland

impacts, the wetland regulatory agencies will consider compensation for wetland impacts through compensatory mitigation. Although mitigation can take on many forms, mitigation usually consists of restoration, enhancement, creation, or preservation of wetlands, other surface waters, or uplands.

The amount of compensatory mitigation required is determined by the amount of biological lift needed to offset the proposed impacts. The quantity of biological lift required is dependent on the acreage of proposed wetland impact, the location and landscape support of the proposed impact site, the habitat value of the proposed impact site, the functionality of the proposed impact site, as well as the vegetative and hydrologic quality of wetlands proposed for impact.

To determine the amount of biological lift provided by a mitigation site, an applicant must take into account all of the above criteria, as the mitigation site exists prior to mitigation action, and determine how the proposed mitigation action will biologically improve the mitigation site. If the biological lift provided by completing the mitigation action outweighs the biological loss incurred by the proposed impact, the regulatory agencies are expected to permit the proposed project.

As for this particular site, SJRWMD will require that efforts be made to reduce wetland impacts to the greatest extent possible. Once such efforts have been made and proven to the regulatory agencies, an applicant can then propose impacts to wetlands in conjunction with providing compensatory mitigation for such impacts. With this having been said, if an applicant were to employ one of the SJRWMD out-provisions in which mitigation were offered that has a greater long-term ecological value than that of the wetlands proposed for impact and mitigation that implements all or part of a plan that provides regional ecological value, one could bypass SJRWMD's elimination and reduction criteria. One method to employ this out-provision is to provide mitigation from a permitted mitigation bank. Atlantic Environmental estimates mitigation costs to range from approximately $130,000.00 to $155,000.00 to impact the entire on-site wetland, as well as the approximately 0.25 acres of off-site wetlands that will remain intact but be considered impacted by SJRWMD as it would be under their 0.50 acre mitigation threshold once the on-site portion of wetland was impacted.

Conclusions

Atlantic Environmental determined that the Property supports approximately 4.63 acres of uplands and ±0.38 acres of wetlands. These natural resources must be addressed in the development process, through permitting, avoidance, mitigation, or some combination thereof. Should one propose to impact the entire on-site wetland, one could expect to spend between approximately $130,000.00 to $155,000.00 in mitigation costs.

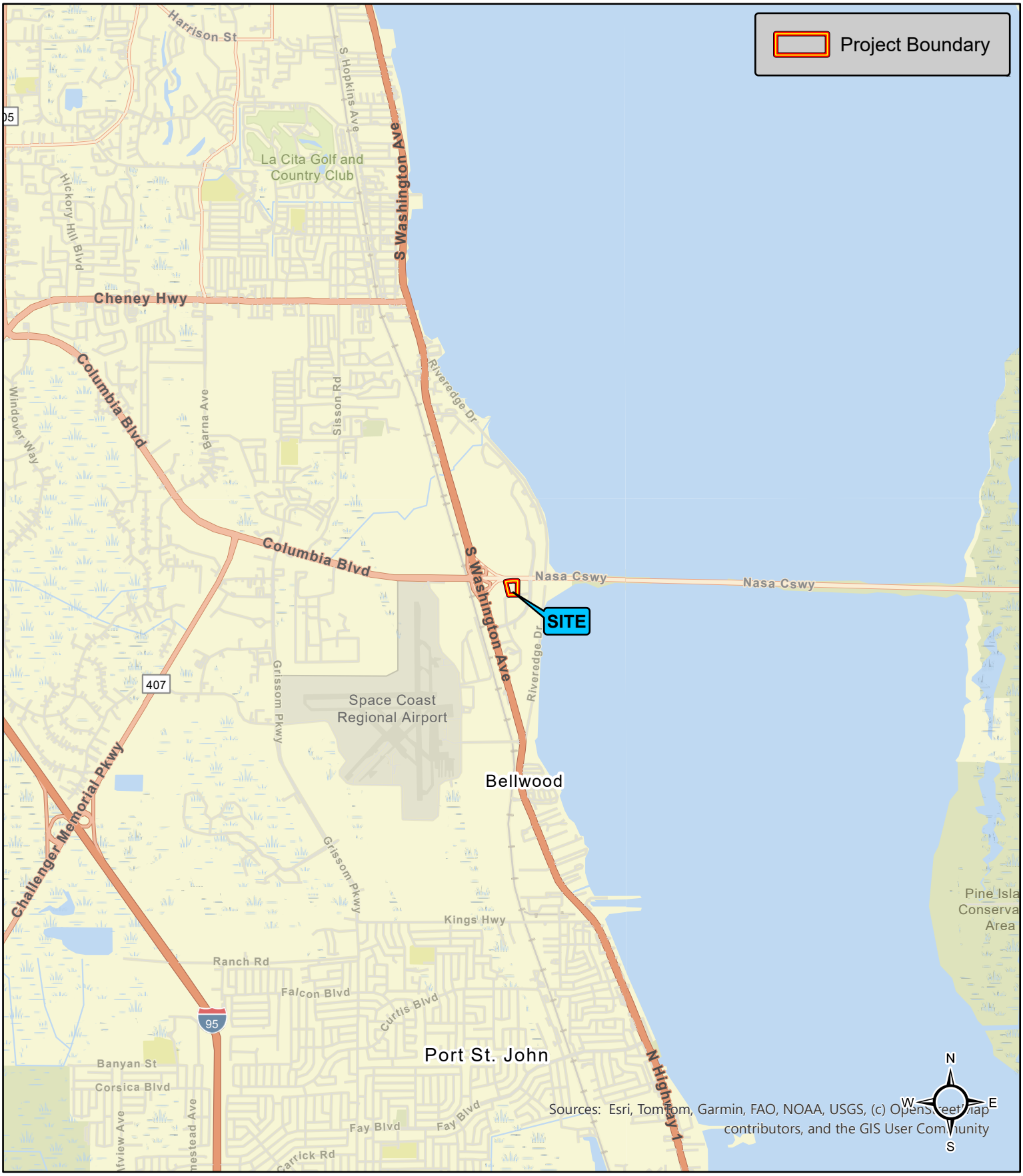
As the next step in the development process as it relates to environmental issues should you choose to pursue the purchase and development of this Property, Atlantic Environmental recommends delineating the on-site wetlands and gaining approval of our wetland lines through SJRWMD. Subsequent to the completion of this procedure, Atlantic Environmental can assist in the wetland permitting process and coordinate with the respective regulatory agencies to secure approved permits and mitigation. Lastly, a 100 percent gopher tortoise survey should be completed to determine the number of tortoises (if any) that may need to be relocated on the Property prior to site development.

Should you have any questions or need additional information, please do not hesitate to contact our office.

Sincerely,

David G. Purkerson, MS, PWS
Vice President/Biologist

Jon H. Shepherd, MS, PWS
President/Ecologist



Project: ECHO Suites - Titusville

Figure 1: Location Map

0 0.5 1 2 Miles

Brevard County, Florida

ATLANTIC ENVIRONMENTAL
ENVIRONMENTAL PERMITTING & MITIGATION

AE Proj #: 25630

Project: ECHO Suites - Titusville

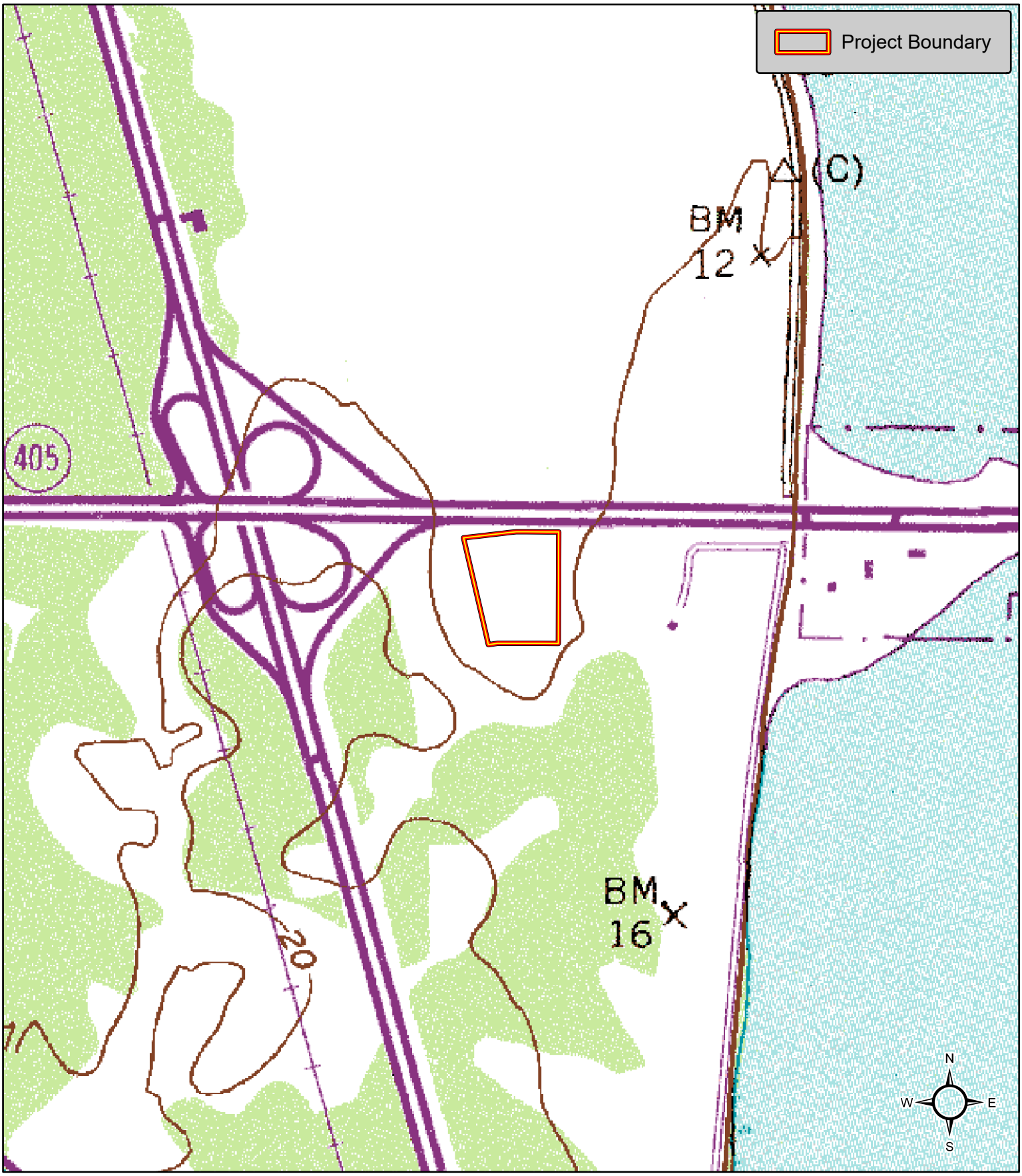
Figure 2: Aerial Map

0 50 100 200 Feet

2025 Aerial, Brevard County, Florida

ATLANTIC ENVIRONMENTAL
ENVIRONMENTAL PERMITTING & MITIGATION

AE Proj #: 25630



Project: ECHO Suites - Titusville

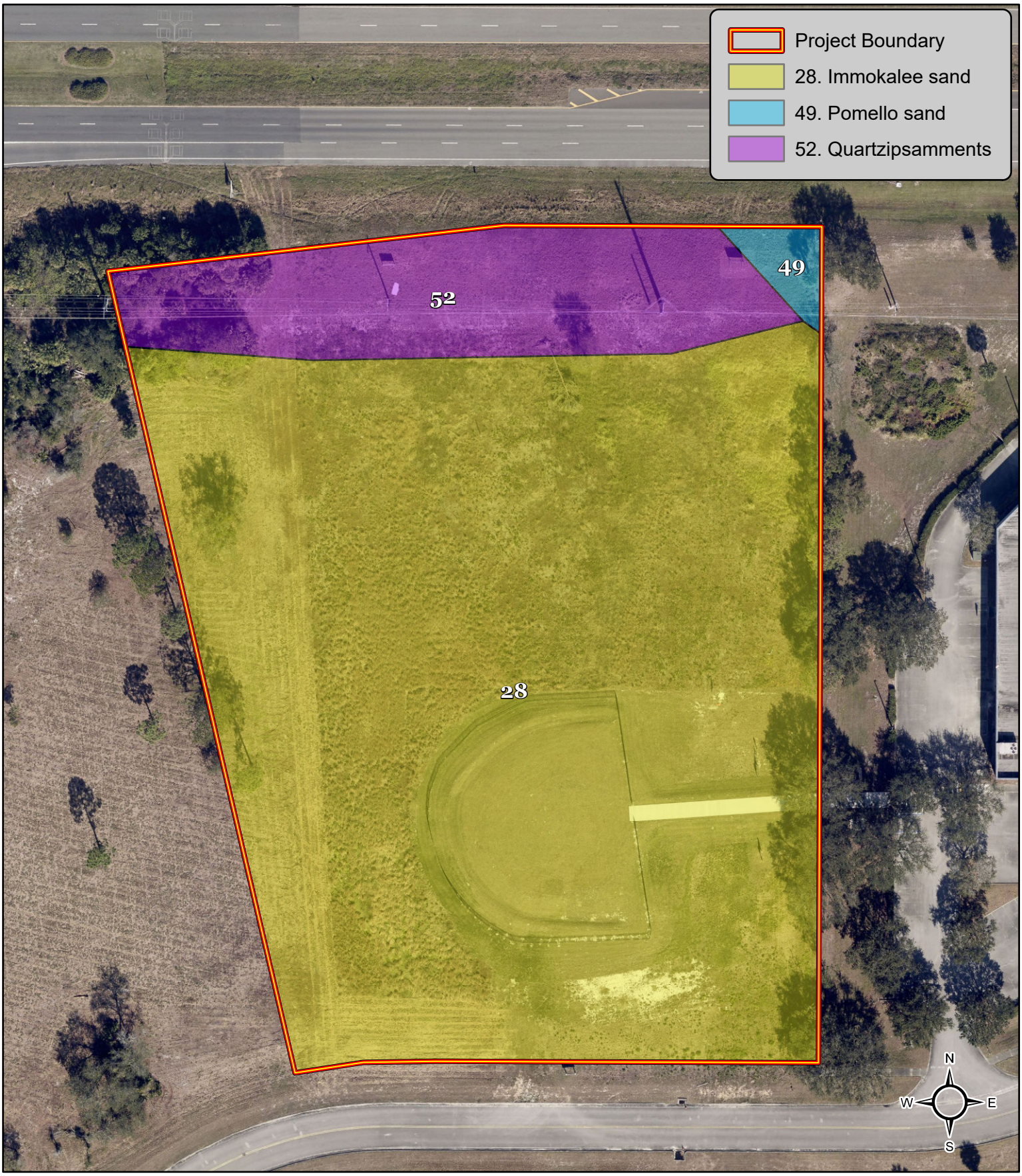
Figure 3: USGS Topo Map

0 500 1,000 2,000 Feet

Titusville Quadrangle, Brevard County, Florida

ATLANTIC ENVIRONMENTAL
ENVIRONMENTAL PERMITTING & MITIGATION

AE Proj #: 25630



Project: ECHO Suites - Titusville

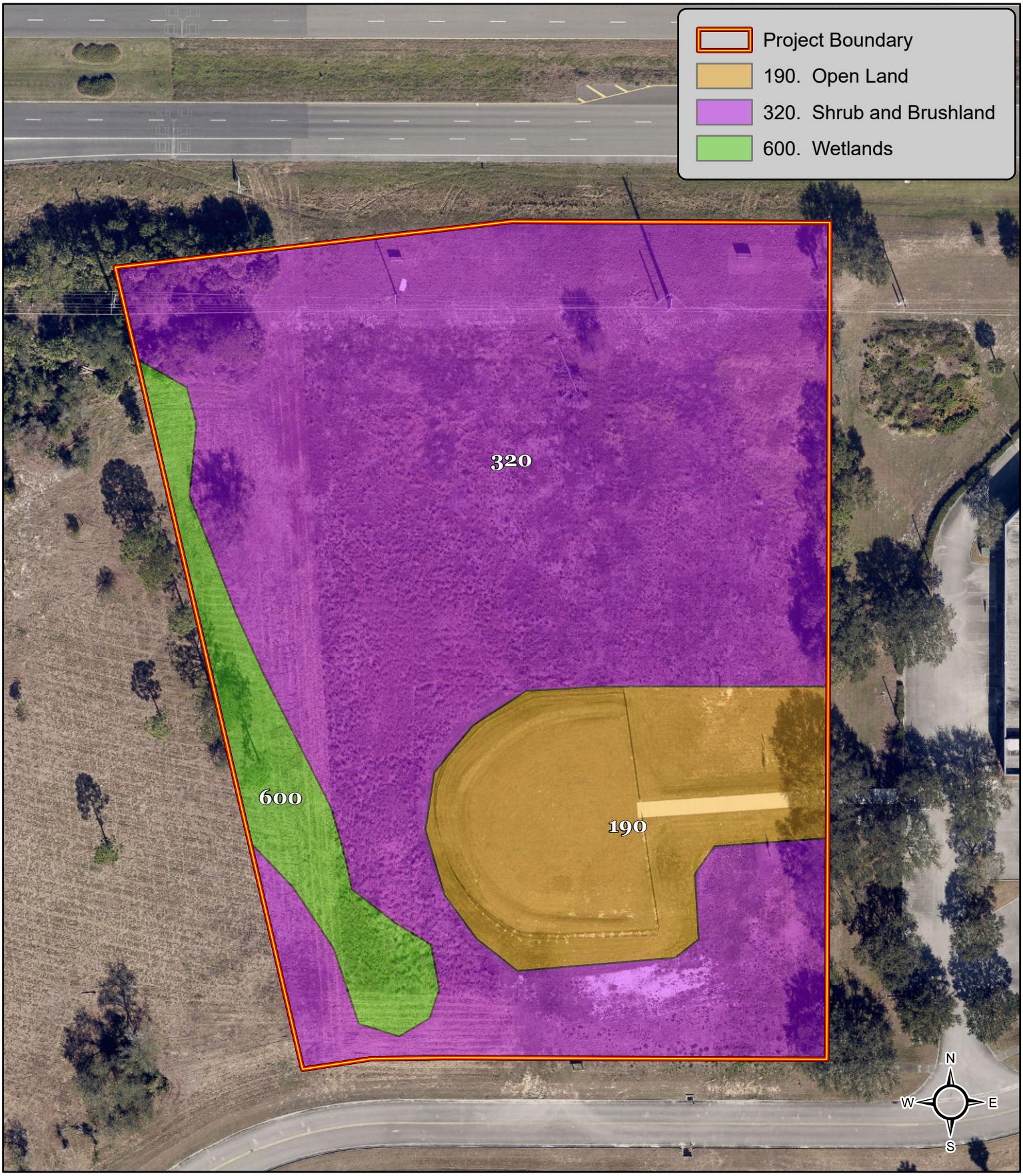
Figure 4: NRCS Soils Map

0 50 100 200 Feet

2025 Aerial, Brevard County, Florida

ATLANTIC ENVIRONMENTAL
ENVIRONMENTAL PERMITTING & MITIGATION

AE Proj #: 25630



Project: ECHO Suites - Titusville

Figure 5: Land Use (FLUCFCS) Map

0 50 100 200 Feet

2025 Aerial, Brevard County, Florida

ATLANTIC ENVIRONMENTAL
ENVIRONMENTAL PERMITTING & MITIGATION

AE Proj #: 25630

Titusville-Cocoa Airport Authority
1 Bristol Way
Titusville, FL 32780
Email: admins@flyspacecoast.org

Subject: Request for Waiver Template

To Whom It May Concern,

I am a local civil engineer working on a project located in the Vector Space Plat Tract A which is in the vicinity of Space Coast Regional Airport (KTIX). As part of our approvals, we have been asked to provide a waiver of claims in favor of the airport.

Could you please provide:

1. *Your standard waiver of claims form (Word or editable PDF preferred); or*
2. *Attached is a previously recorded example that if acceptable for consideration we will prepare for your review and approval prior to recording in the records of Brevard County.*

If you have any checklist or specific requirements (e.g., grantor/grantee names, legal description format, notary/jurat requirements), please include those as well.

Project details:
– Project name: Echo Suites Extended Stay Hotel
– Developer: Rimrock Development Holdings LLC
– Project Engineer: L.V. Rice, EPIC Consultants of Florida LLC
– Property owner/entity: National Association of Chiefs of Police Inc.
– Project Parcel ID: 23-35-01-25-A.3
– Project Tax Account Number: 2323463
– Jurisdiction: City of Titusville, Florida

We have attached the following items for your information/review

- *Proposed Site Plan*
- *Proposed Building Elevation View*
- *Previously Recorded Example*
- *City Figure 29-52d_2 Avigation Easement and Waiver of Claims*

Should you need any additional information please let us know.
Thank you,

L.V. "Woody" Rice
wrice@epic-fl.com

VectorSpace

Development of Regional Impact

Biennial Status Report

Prepared by: Brent Shepherd
President

Riverfront Center, Inc.
6285 Riverfront Center Blvd.
Titusville, FL 32780
(321)267-8100

August 1, 2025

Biennial Status Report

Name of DRI:	VectorSpace
Reporting Period:	Jan. 1, 2023 – Dec. 31, 2024
Location:	City of Titusville
Developer:	Riverfront Center, Inc. formerly VectorSpace Association, Inc.
Address:	6285 Riverfront Center Blvd., Titusville, FL 32780

1. a. Describe any changes made in the proposed plan of development, phasing, or in the representations contained in the Application for Development Approval since the Development of Regional Impact received their approval. Note any actions (substantial deviation determinations) taken by local government to address these changes.

Note: If a response is to be more than one sentence, attach as Exhibit A, a detailed description of each change and copies of the modified site plan drawings. Exhibit A should also address the following additional items if applicable:

Response: NONE

b. Describe changes in the plan of development or phasing for the reporting year and for the subsequent years;

Response: NONE

c. State any known incremental DRI applications for development approval or requests for substantial deviation determination that were filed in the reporting year and to be filed during the next year.

Response: NONE

d. Attach a copy of any notice of adoption of a development order or the subsequent modification of an adopted development order that was recorded by the developer pursuant to Paragraph 380.061(15)(f).F.S.

Response: NONE

2. Has there been a change in local government jurisdiction for any portion of the development since the development order was issued? If so, has the annexing local government adopted a new DRI development order for the project? Provide a copy of the order adopted by the annexing local government.

Response: The City of Titusville adopted the VectorSpace DRI on August 24, 1999 with the adoption of Ordinance No. 19-1999 pursuant to the annexation agreement dated July 19, 1988 and recorded in the Official Records Book 293 1, pages 1993-2001, Public Records of Brevard County, Florida.

3. Provide copies of any revised master plans, incremental site plans, etc. not previously submitted.

Response: NONE

4. Provide a summary comparison of development of activity proposed and actually conducted for the reporting year, as well as a cumulative total of development proposed and actually conducted to date.

Example: Number of dwelling units constructed, site improvements, lots sold, acres mined, gross floor area constructed, barrels of storage capacity completed, permits obtained, etc.

Response: See Exhibit B & C

5. Have any undeveloped tracts of land in the development (other than individual single-family lots) been sold to a separate entity or developer? If so, identify tract, its size, and the buyer. Provide maps which show the tracts involved.

Response:

Tracts J & I: 24.66 Acres **Buyer: Interstellar Properties**

Tract E1 : 5.3 Acres **Buyer: Draper Laboratory**

Tract F2.1 N : .86 Acres **Buyer: RUSH Construction**

See Exhibit B & D

6. Describe any lands purchased or optioned adjacent to the original DRI site subsequent to issuance of the development order. Identify such land, its size, and intended use on a site plan and map.

Note: If a response is to be more than one sentence, attach Exhibit F.

Response: NONE

7. List any substantial local, state, and federal permits which have been obtained, applied for, or denied during this reporting period. Specify the agency, type of permit, and duty of each.

Response: Building permit for Draper Lab

8. Provide a list specifying each development order conditions and each developer commitment as continued in the ADA and state how and when each condition or commitment has been complied with during the annual reporting period.

Response: Please refer to Exhibit "E".

9. Provide any information that is specifically required by the development order to be included in the annual report.

Response: The development order requires that an annual report be filed every two years. All information required by the development order is contained in this annual report.

Enclosures

EXHIBIT "A" : Changes in Development Plans

EXHIBIT "B" : Ownership

EXHIBIT "C" : Development Activity

EXHIBIT "D" : Plan of parcels

EXHIBIT "E" : Development Compliance

EXHIBIT "A"

Question 1: Describe any changes made in the proposed plan of development, phasing, or in the representations contained in the Application for Development Approval since the Development of Regional impact received their approval. Note any actions (substantial deviation determinations) taken by local government to address these changes.

Response: NO CHANGES FOR THE REPORTING PERIOD. BACKGROUND INFORMATION SUBMITTED FOR REFERENCE.

1. The original DRI Development Order for VectorSpace was adopted by Brevard County in 1986. The approved development program consisted of 485,000 square feet of office, 221,800 square feet of commercial, 500 hotel rooms, 725,000 square feet of industrial, and 422 multi-family residential units.

2. The DRI was modified in 1989 via Resolution No. 89-328 to delete the 422 multi-family residential units, and increase the office square footage by 59,459 to 544,459 square feet and industrial uses by 231,334 square feet to 956,344 square feet.

3. The DRI was annexed into the City of Titusville on August 24, 1999, with the adoption of Resolution No. 1-1999 and pursuant to the annexation agreement dated July 19, 1998 recorded in Official Records Book 2931, pages 1993-2001, Public Records of Brevard County, Florida. The City of Titusville adopted the DRI Development Order for VectorSpace by Resolution No. 6-2001.

4. In 2002, a Notice of Proposed Change (NOPC #5260) was approved to extend the build-out date from 1996 to 2003, transfer the hotel land use designation from Tract D to Tract M for 250 hotel rooms, and change Tract B designation to commercial.

5. The VectorSpace DRI was originally a two-phase project with Phase I beginning in early 1987 and ending in the fall of 1991. Phase II was to commence in early 1992 with a project build-out date in 1996. The build-out date of the DRI was extended by the City of Titusville in 2004 to December 31, 2012 by Resolution No. 17-2004 and NOPC #5295. The build-out date of the DRI was extended by the City of Titusville on 3/26/2013 to 12/31/2014 by Resolution No. 17-2004 / NOPC #5295. The VectorSpace DRI is now planned as a three-phase mixed use project consisting of 544,459 square feet of office, 221,800 square feet of commercial, 956,334 square feet of industrial, and 500 hotel rooms. The NOPC #5295 extending the build-out date also modified the submission of the annual report to once every two years.

6. On December 11, 2007, the City of Titusville approved a NOPC and Amended Development Order. The VectorSpace DRI is now planned as a three-phase, mixed use project consisting of 544,459 square feet of office space, 221,800 square feet of commercial space, 926,334 square feet of industrial space, and 610 hotel rooms.

EXHIBIT "B"

RIVERFRONT CENTER OWNER LISTING

TRACT	PROPERTY OWNER	ACTUAL ACREAGE
A-1,2,3,4	North American Properties	24.73
A-5	Nat'l. Assoc. of Chiefs of Police	5.02
B	Nat'l. Assoc. of Chiefs of Police	5.14
C	Lockheed Martin	8.44
E.2 east	North American Properties	6.99
E.1 west	Draper Laboratory	5.30
F-1,2	RUSH Construction	3.42 *
F-3,4	Rabel Family Trust	4.53
G	BBL Florida Hotel Group LLC	6.44
H	Boeing Realty	15.08
I	Interstellar Properties	3.40
J	Interstellar Properties	21.26
M & D	Delaware North Parks & Resorts	16.65
	Total Owned Acreage	**126.4**
K	Nature Habitat	10.82
L	Nature Habitat	9.18
		20.00
	Drainage Easement	3.10
	Total Acreage	149.5

- **NOTE: Parcel F.2 (South) .81 acres purchased by RUSH in January 2025**

EXHIBIT "C"

Question 4: Provide a summary comparison of development of activity proposed and actually conducted for the reporting year, as well as a cumulative total of development proposed and actually conducted to date.

Response: See Below

Use	Original DRI - (1986)	Resolution 89-328 (1989)	Amended DRI (2007)	Developed to Date
Commercial	221,800 sq. ft.	221,800 sq. ft.	**221,800 sq. ft.**	137,932 sq.ft.
Office	485,000 sq. ft.	544,459 sq. ft.	**-24,000 sq. ft.** **520,459 sq. ft.**	111,940 sq. ft.
Industrial	725,000 sq. ft.	956,334 sq. ft.	**-30,000 sq. ft.** **926,334 sq. ft.**	30,000 sf
Hotel	500 rooms	500 rooms	**610 rooms**	262 Rooms
Multi-Family Units	422 units	0 units	**0 units**	0 units

Approved developments include (see enclosed site plan / Exhibit D):

1. 250 room hotel for Tracts F-2, 3 and 4 NOPC/CUP 15-2007 (41812014)
2. Tract M : 128 rooms Residence Inn approved by association in 2025 .
3. 160 room hotel for Tract D / Marriott Courtyard – **152 rooms built**.
4. **110 room build**, hotel (Courtyard) Tract G / NOPC / CUP 10-2006 (418 120 16)

Legend:

CUP: Conditional Use Permit

NOPC: Notification of a Proposed Change

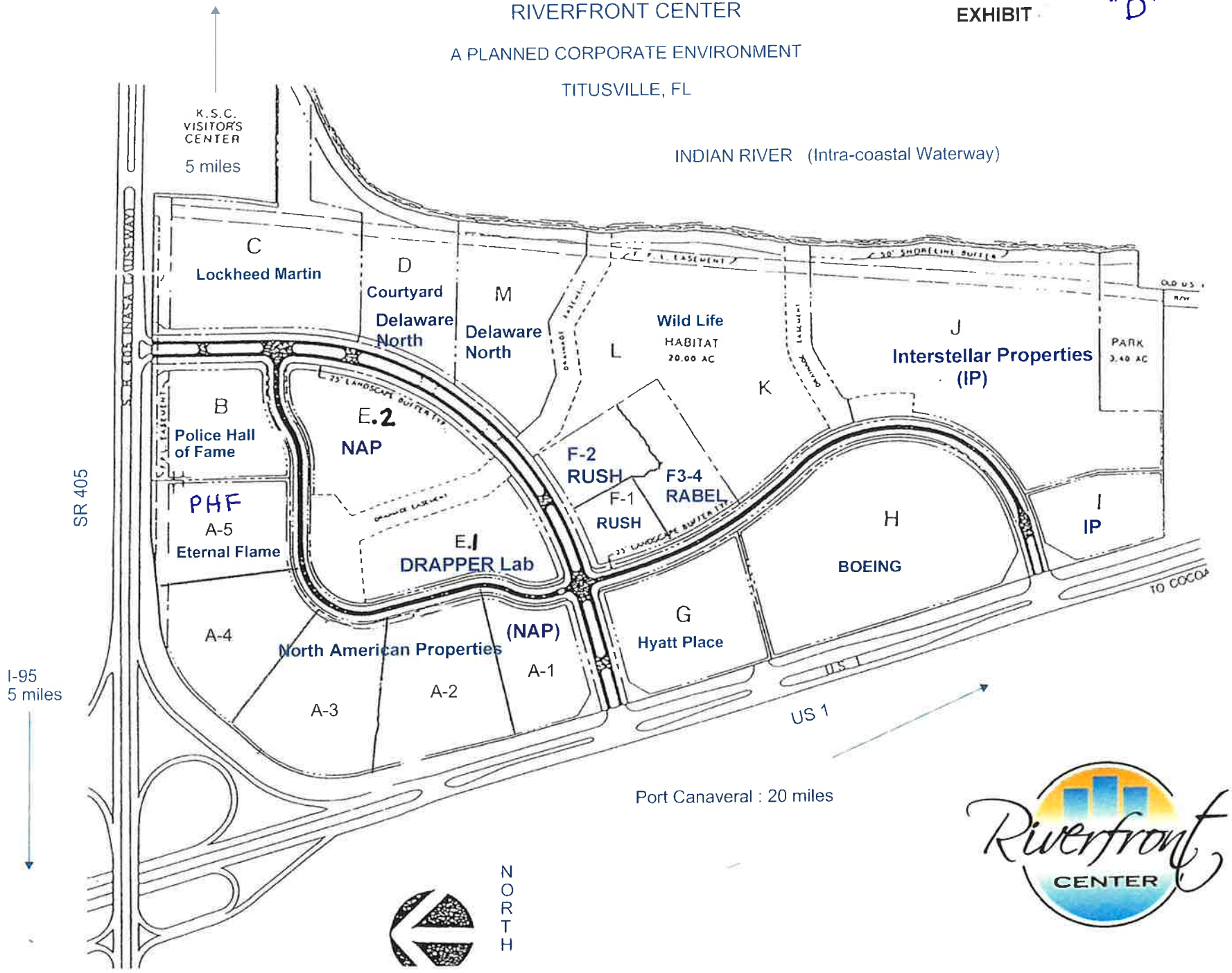
NOTE: Draper : 21,000 SF of Office Space & 30,000 SF of Industrial developed

RIVERFRONT CENTER

EXHIBIT "D"

A PLANNED CORPORATE ENVIRONMENT

TITUSVILLE, FL



Riverfront CENTER

EXHIBIT "E"

Question 8: Provide a list specifying each development order conditions and each developer commitment as continued in the ADA and state how and when each condition or commitment has been complied with during the annual report reporting period.

Development Order Compliance

The following list itemizes the current status/compliance of the VectorSpace DRI with the adopted Development of Regional Impact Development Order. The responses to each of the conditions in the development order are shown in bold.

1. The development order shall be constructed in general accordance with the information, data, and plans contained in the VectorSpace DRI/ADA and supplemental information unless otherwise directed by the recommendations enumerated below.

   Status: In compliance.

2. If development of an equivalent of five percent (5%) of Phase I is not constructed within five (5) years of issuance of the DRI Development Order, then the DRI Development Order shall expire unless the applicant can demonstrate reasonable cause for delay and show reason why the five (5) year/five percent (5%) should be extended.

   Status: In compliance.

3. In the event of discovery of artifacts of historic or archeological significance during construction, the applicant shall stop construction on the sites of discovery and notify Brevard County and the Bureau of Historic Preservation of the Florida Department of State from the date of notification. Construction shall be suspended within a one-hundred (100) foot radius of the site discovery for a period of up to one-hundred (120) days to allow evaluation of the site.

   Status: In compliance. No artifacts or historic or archeological significance have been discovered to date.

4. To minimize the dependence on ground irrigation and to promote retention of wildlife habitat, native vegetation shall be utilized in landscaping to the maximum extent practicable in site development.

   Status: In compliance.

5. In order to provide proper tree protection during construction, and to identify measures for conserving the site's trees, the applicant shall consult with the County Forrester before construction begins.

   Status: In compliance.

EXHIBIT "E"

6. A minimum of fifty (50) foot wide buffer shall be established along the Indian River shoreline to retain existing native vegetation and preclude construction activities.

   This recommendation does not preclude the removal of old U.S. Hwy. 1 or the landscaping of the previously paved area, garbage removal in said buffer area, the removal of exotic vegetation in said buffer area or the potential permitting for the construction of a boardwalk. For purposes of determining substantial deviation, it shall mean any development within or eastward of fifty (50) foot buffer established along the Indian River shoreline as allowed under this paragraph.

   Status: In compliance. No construction activities have occurred within fifty (50) foot buffer area.

7. The applicant shall excavate or trap all identified active or inactive gopher tortoise burrows within the limits of construction and relocate the tortoises and any listed commensals to appropriate sites as approved by the Florida Game and Fresh Water Fish Commission. Gopher tortoises or gopher tortoise burrows with the designated wildlife preservation area of the xeric oak community may be exempted from this requirement. If gopher tortoises are found in the xeric oak preservation areas, the scrub jay management plan must be consistent with the requirements of the tortoises, so as not to negatively impact with the scrub jays or gopher tortoises. Wildlife relocation shall comply with FGFWFC policy statement on relocation of protected wildlife, and the gopher tortoise relocation effort shall comply with the FGFWFC gopher tortoise relocation protocol. The FGFWFC shall be requested to supply a qualified biologist to provide an on-site supervision and relocation activity within sixty (60) days written notice by the applicant. Should FGFWFC not supply a qualified biologist in sixty (60) days, then the applicant may proceed with the balance of this recommendation upon notification to all agencies involved with this DRI.

   Status: In compliance. Gopher tortoise relocation efforts were carried out per the requirements of FGFWFC on all developed parcels.

8. To minimize the effects of development on the on-site xeric oak community abd the existing Florida scrub jay population, the applicant has developed a management plan that has been reviewed by the Florida Game and Freshwater Fish Commission, the East Central Florida Regional Planning Council, Department of Community Affairs and the City of Titusville. These organizations have incorporated the following criteria:

   a. Retention of twenty (20) acres of existing xeric oak habitat which contains:
      i. A majority of oak cover (maximum eight (8) feet in height)
      ii. A maximum of twenty (20) percent pine cover
      iii. A minimum of twenty (20) percent open canopy
      iv. Adjacent open areas to create "edge effect"
      v. A separation between the retained xeric oak and the residential areas

   b. A maintenance plan to include pruning or other methods to prevent succession from advancing beyond its current levels.

EXHIBIT "E"

Nothing in this recommendation shall prevent the applicant from requesting a modification of the size of the xeric oak community to be retained if it can be demonstrated to the reasonable satisfaction of the Florida Game and Freshwater Fish Commission, the East Central Florida Regional Planning Council, the Department of Community Affairs, and the City of Titusville.

The success of the management plan shall be reviewed for information and compliance purposes once every three (3) years or upon written notification by Brevard County to the applicant. If more frequent, the period of review shall not exceed three (3) times within the three (3) year period. The review shall be conducted by the Florida Game and Freshwater Fish Commission, the East Central Florida Regional Planning Council, the Department of Community Affairs, and the City of Titusville.

Status: In compliance. The scrub jay habitat plan has been implemented and maintained. The latest maintenance activities were permitted in September 2007 and March 2008, and included hydro-blasting.

9. All tenants on the VectorSpace site which use or generate hazardous materials shall be required to develop in cooperation with FDEP, site designs whose facilities will limit or contain hazardous waste spills, and a plan of action containing and cleaning up hazardous material in the event of a spill. "Hazardous Materials" are those for which notification of the FDEP is required under Chapters 17-30, FAG.

   Status: Not a compliance issue at this time. There are currently no tenants within the VectorSpace DRI which use or generate hazardous materials.

10. The applicant in coordination with Brevard County and the SJRWMD shall be required to develop a drainage system which will maximize the groundwater percolation to the greatest practical extent.

    Status: In compliance. A master drainage system has been developed.

11. Interim on-site treatment of wastewater shall not be permitted beyond the time that off-site treatment becomes available.

    Status: In compliance. Off-site treatment of wastewater is provided by the City of Titusville.

12. Treated wastewater may be used on site for irrigation purposes provided spray field surface drainage is contained on site.

    Status: Not a compliance issue at this time. Treated wastewater is not currently used for irrigation.

EXHIBIT "E"

13. For the purpose of this traffic monitoring recommendation, three (3) phases shall be considered:

    Phase I: 0-7, 900 external ADT
    Phase II: 7,901 – 15,800 external ADT
    Phase III: 15,801 – 23,450 external ADT

Prior to initiation of Phase II (7,901 average daily external trip equivalent) and Phase III (15,801 average daily external trip equivalent) a monitoring and modeling program shall be performed to ascertain the LOS on facilities where VectorSpace development is estimated to contribute an amount of traffic greater than or equal to 10% of the LOS "C" service volume. The methodology of the monitoring and modeling program shall be agreed upon by Brevard County, FOOT, the EXFRPC, and the applicant. A list of the affected facilities is as follows:

Roadways	Intersections
SR 405 from U.S. Hwy. 1 to Sisson Road	SR 405 and Grissom Parkway
U.S. Hwy. 1 from Indian River Road to Harrison Street	SR 405 and Sisson Road
SR 50 from S. U.S. Hwy. 1 to Hopkins Avenue	U.S. Hwy. 1 and Fay Blvd.
U.S. Hwy. 1/SR 405 Ramps as follows:	U.S. Hwy. 1 and Golden Knights Blvd.
North to West movement	U.S. Hwy. 1 and SR 50
East to South movement	U.S. Hwy. 1 and Knox McRae Drive
North to East movement	All VectorSpace Development entrances

<u>Status</u>: In compliance. A transportation monitoring and modeling (M&M) study was performed in 2003 by GMB Engineers & Planners, Inc. as a support document to a Notice of Proposed Change for an extension of the build-out date and prior to the initiation of Phase II development. The methodology report was reviewed and accepted by all applicable agencies prior to submittal of the M&M study. The VectorSpace DRI is still within Phase II, so a second M&M study is not warranted at this time.

14. The VectorSpace development shall not commence beyond Phase I or an equivalent 7,900 external ADT where service levels are below level "D" peak hour and the development contributes 10% or greater to the capacity of a roadway/intersection at service volume "C" as determined by the modeling and monitoring program specified in the preceding recommendation unless mitigation measures or improvements are secured and committed to occur during the next stage of development equivalent to an additional 7,900 external ADT. The applicant must also demonstrate to the satisfaction of the appropriate local government and the ECFRPC that the second and final stages of development equivalent to an additional 15,550 external ADT will not adversely affect service levels (below service level "D" during the peak hour), or demonstrate that the necessary improvements to accommodate the second and final phases at acceptable level of service (LOS D peak hour) are committed to occur during that final phase. Otherwise, further building permits shall not be issued by Brevard County towards the balance of development.

EXHIBIT "E"

Status: A second transportation monitoring and modeling study was prepared for the VectorSpace DRI by GMB Engineers & Planners, Inc. in 2007 that also supported the build-out extension to 2012 and demonstrated that the Phase II of development will not adversely affect service levels on the impacted roadways. A third M&M study has not yet been warranted as development is still within Phase II of the DRI.

15. The applicant shall fund the construction of left and right turn lanes at all development entrances. These improvements shall be constructed when such development entrances are created. The applicant shall pay its fair share cost of near site signalization when deemed warranted by the appropriate government entity.

Status: In Compliance. The VectorSpace Association funded the construction of left and right turn deceleration lanes at the development entrances.

16. Bicycle lanes, bicycle lockers, or bicycle racks, transit passenger shelters and transit parking bays shall be constructed where necessary to augment and facilitate the operations of off-site transit and bicycle facilities. Furthermore, the applicant shall make known to its grantees or assigns that the Space Coast Area has an existing ridesharing program operated by Space Coast Area Transit (SCAT) and encourage the use of said program. It is also strongly suggested that the applicant hire a rideshare coordinator and include covenants which will require future land owners to collectively hire and manage a ridesharing program, conducting ridesharing campaigns within the development, publicity, processing applications, distributing information (including transit information), etc.

Status: Not a compliance issue at this time. Development has not progressed within the DRI to the extent that a ridesharing program or on-site bicycle and transit facilities are feasible.

17. An intersection with full turning movements shall be provided by the applicant out of the site onto SR 405. The development of the westbound movements out of the site shall be constructed at such time as agreed to by the applicant and Brevard County.

Status: Not a compliance issue at this time.

N
W
E
S

Aerial 2025

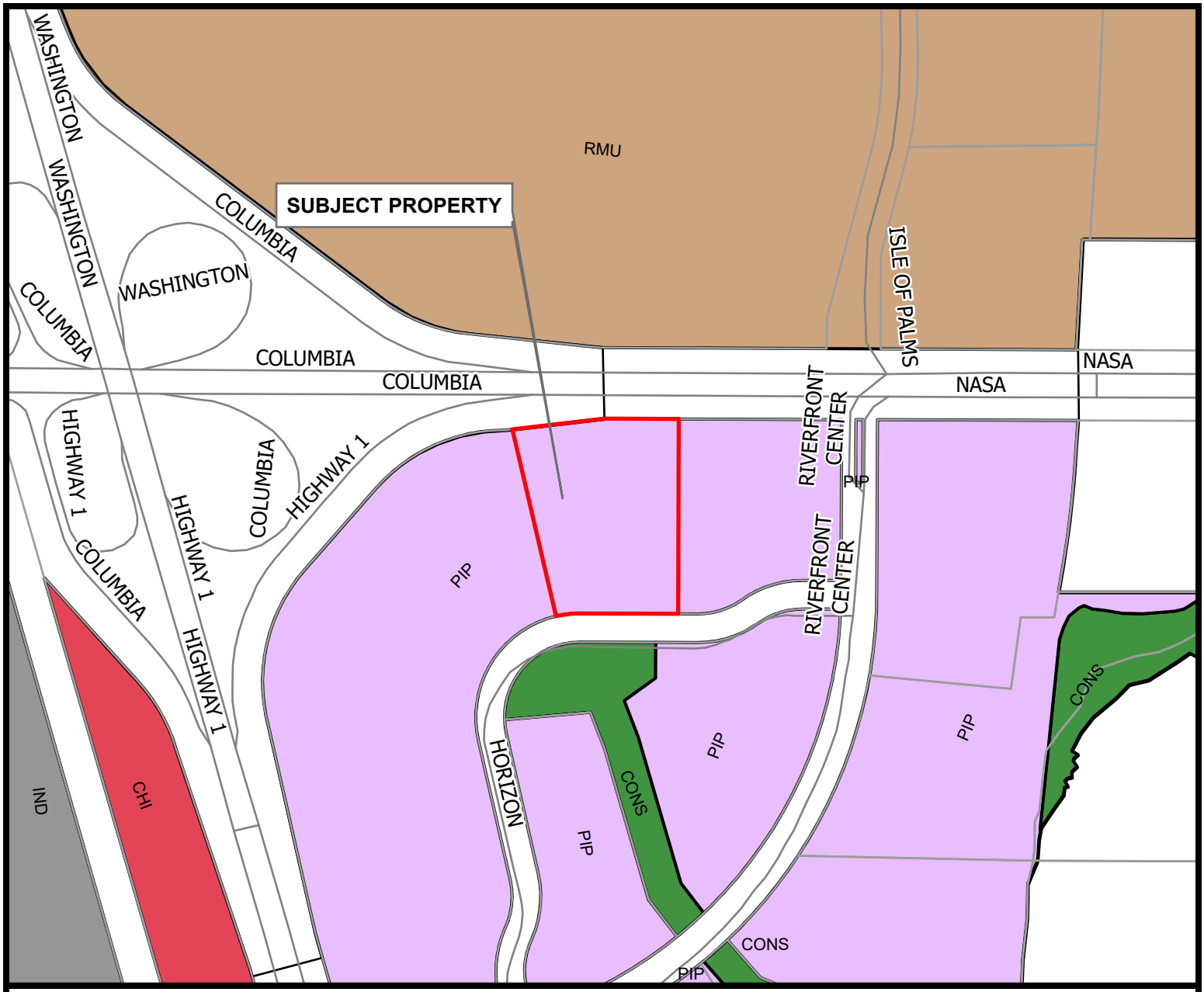
REZ #3-2026

0 250 500 1,000 Feet

Community Development Department

Aerial photography provided by the Brevard County Property Appraiser's Office

6/18/2026



LOCATION OF PROPERTY & 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

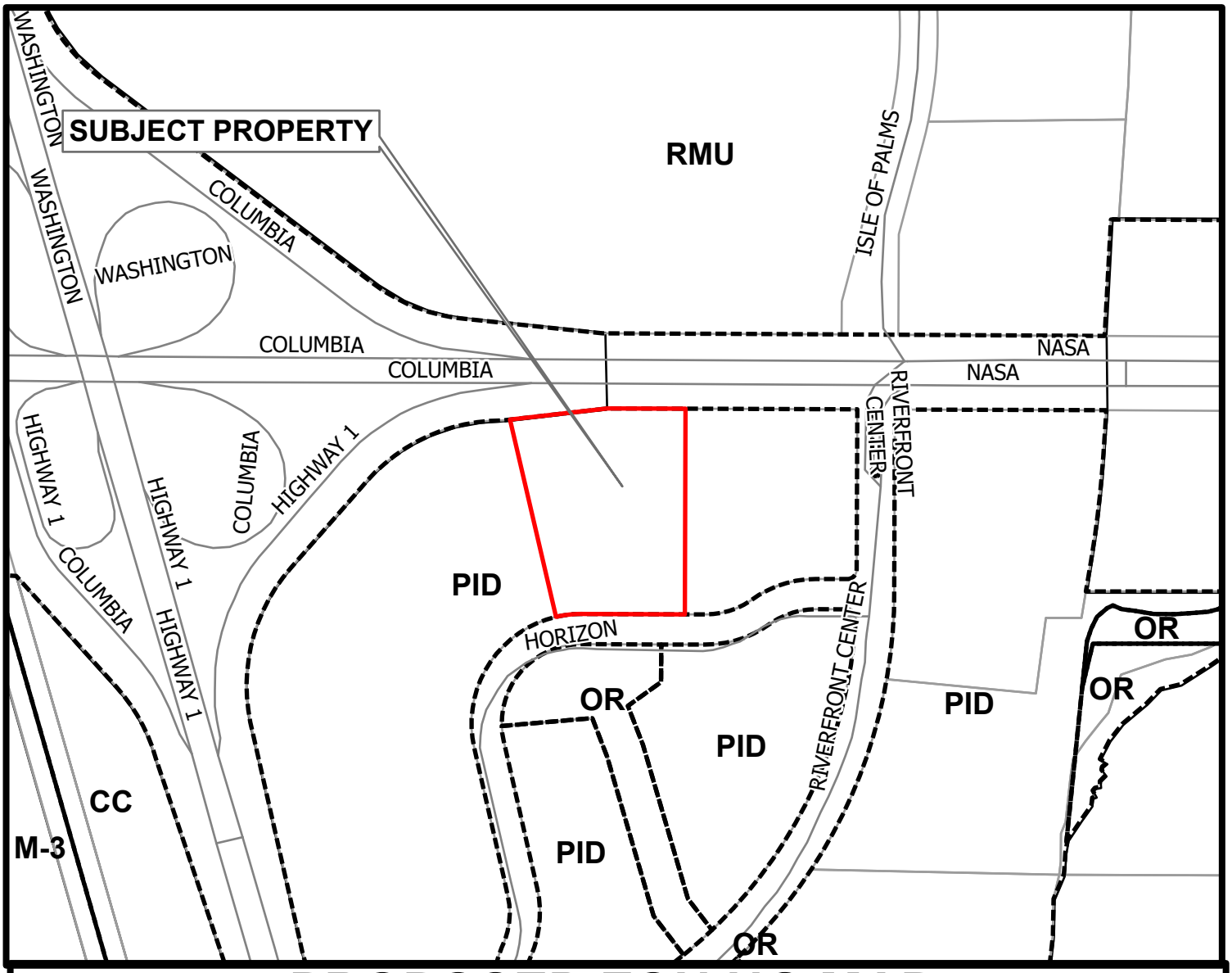
0 200 400 800 Feet

street

Subject

Community Development Department

6/18/2026



PROPOSED 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

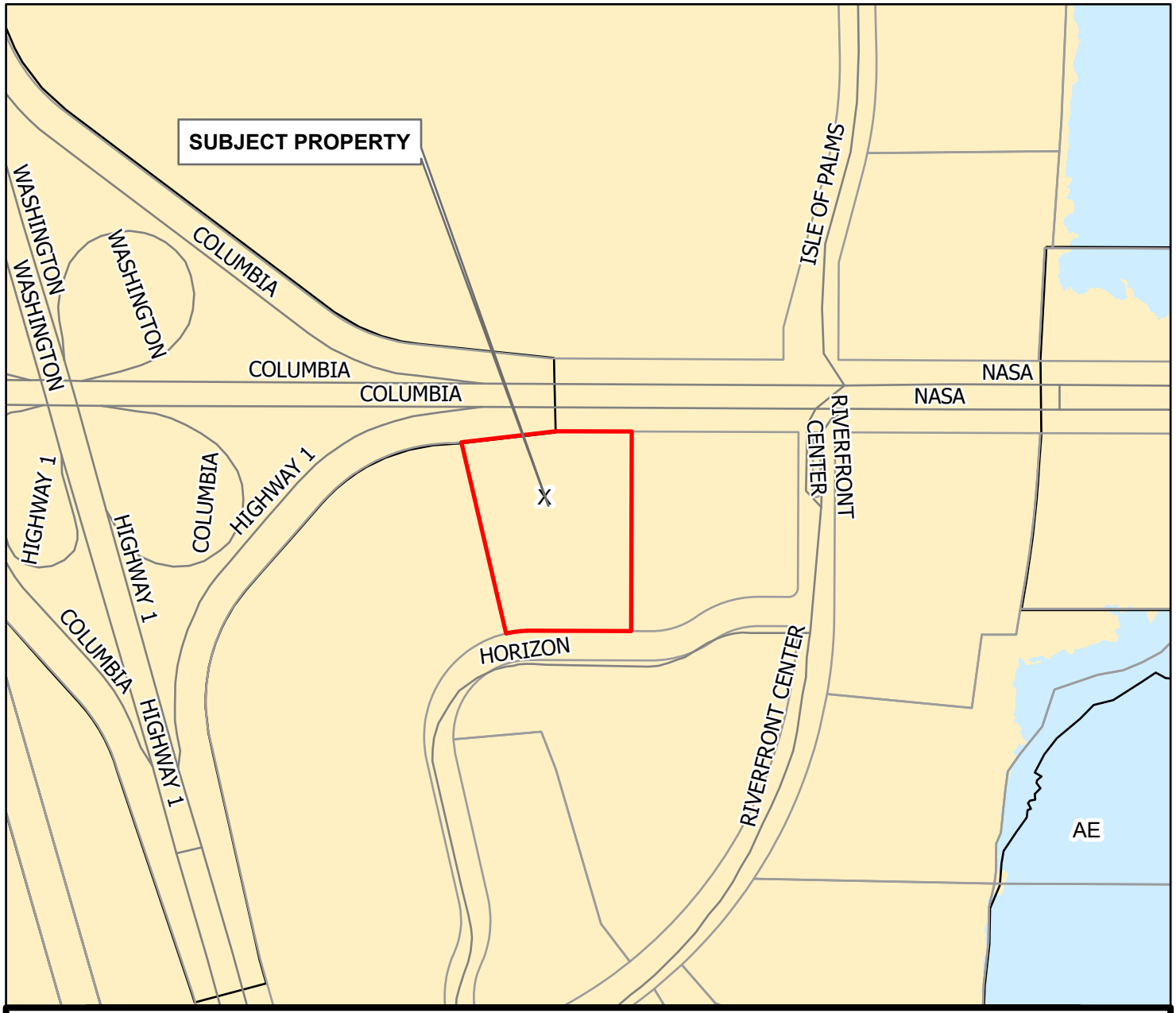
street
Subject
Zoning
Parcels
City Limits

N
W
E
S

0 310 620 1,240 Feet

Community Development Department

6/18/2026



FEMA FLOOD HAZARD AREAS

REZ #3-2026

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

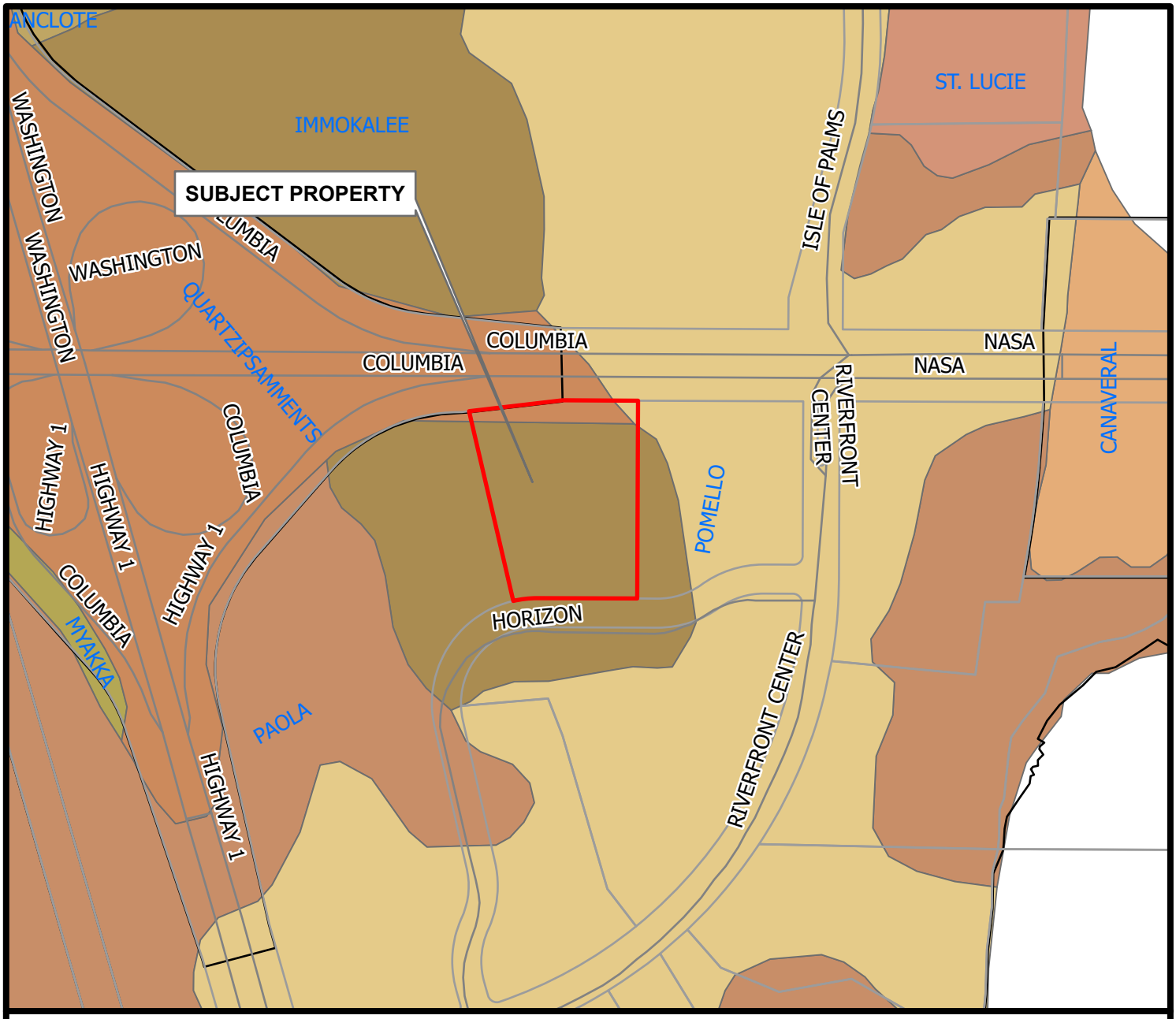
TITUSVILLE, FLORIDA FOUNDED 1867

0 215 430 860 Feet

Community Development Department

Source: FEMA FHA Update, 01/29/2021

6/18/2026



SOILS IN THE VICINITY OF SUBJECT PROPERTY
REZ #3-2026

- ANCLOTE
- CANAVERAL
- IMMOKALEE
- MYAKKA
- PAOLA
- POMELLO
- QUARTZIPSAMMENTS
- ST. LUCIE

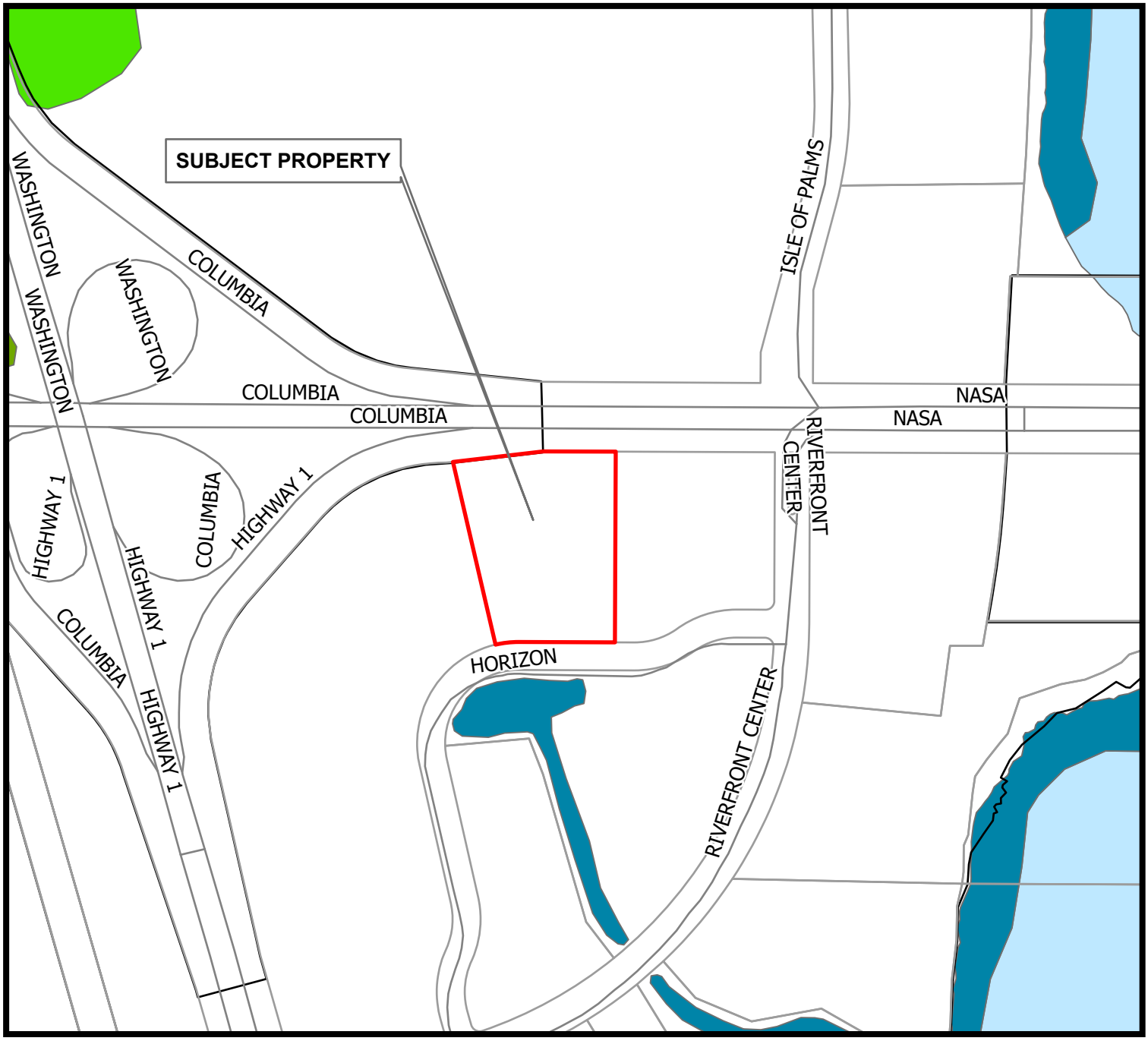
N
W E
S

0 212.5 425 850 Feet

Community Development Department

6/18/2026

Soils data source: The U.S. Department of Agriculture, Natural Resources Conservation Service. (2024)



WETLANDS IN VICINITY OF PROPERTY

REZ #3-2026

N
W
E
S
TITUSVILLE, FLORIDA
FOUNDED 1867

WETLAND_TY

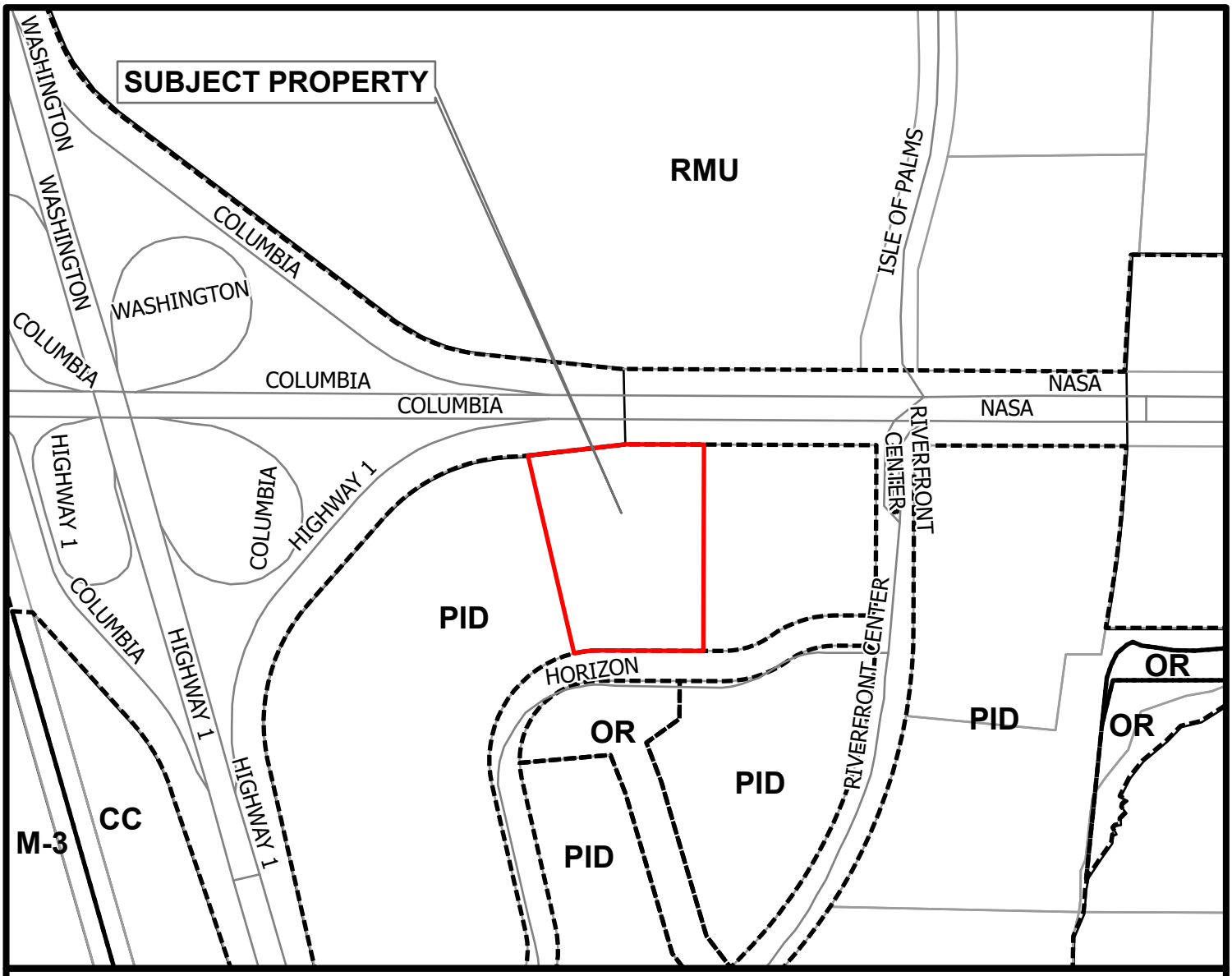
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Riverine

6/18/2026

Scale:1:5,000

Community Development Department
Source: USFWS NWI (2025)

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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IRCN-C	INDIAN RIVER CITY NEIGHBORHOOD COMMERCIAL

N W E S

TITUSVILLE, FLORIDA — FOUNDED 1867

Base Map

City Limits

Zoning

Subject

REZ #3-2026

0 212.5 425 850 Feet

Community Development Department

6/18/2026

Reviewed
7/16/26
PI

ad #12481780 07/16/26

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, August 11, 2026**, at a meeting commencing at **6:30 p.m.**, in the Council Chamber on the second floor of City Hall, 555 South Washington Avenue, Titusville, Florida 32796, to hear interested persons with regard to **Master Plan Amendment Application No. 1-2026 VectorSpace Development of Regional Impact (DRI)** – Linwood V Rice, EPIC Consultants of FL., applicant, proposes to amend the development order by changing the permitted use of property described as Tract A-5 (Brevard County Parcel I.D. 23-35-01-25-A.3) within the VectorSpace DRI, specifically to authorize the transfer of 28 hotel rooms from Tract F3-4 (Brevard County Parcel I.D. 23-35-01-25-F) and convert 71,352 square feet of industrial uses into 96 hotel rooms for a total of 124 hotel rooms allocated to Tract A-5.

PLEASE ALSO TAKE NOTICE that on **Wednesday, July 22, 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 and the proposed aforementioned application and ordinance 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 S. Washington Avenue, Titusville, FL 32796.

The proposed master plan application may be inspected by the public at the City of Titusville Planning Department at Titusville City Hall, 555 S. Washington Avenue, Titusville, Florida 32796, during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. (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 these matters.

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

Govt Public Notices

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Reviewed
7/16/26
PJ.

ad #12481780 07/16/26
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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: **Small Scale Amendment (SSA) No. 1-2026 - Canaveral Ave**

Department/Office: Community Development

Recommended Action:

Conduct the second reading and public hearing of Ordinance No. 17-2026 amending the comprehensive plan future land use map and Ordinance No.18-2026 rezoning the property for Small Scale Comprehensive Plan Amendment (SSA) 1-2026.

Ordinance No. 17-2026, an ordinance of the City of Titusville, Florida, amending the Code of Ordinances by amending Ordinance No. 60-1988, which adopted the Comprehensive Plan of the City of Titusville, by amending the future land use designation on property located along Canaveral Avenue, located south of Pine Street and north of Palmetto Street, from Medium Density Residential to High Density Residential on 0.16+/- acres of property having Parcel ID No. 22-35-03-03-26-7; providing for severability; repeal of conflicting ordinances; and providing for an effective date. (This is a legislative item.) **At their regular meeting on July 8, 2026, the Planning and Zoning Commission recommended approval, 7-0.**

and

Ordinance No. 18-2026, an ordinance amending Ordinance No. 5-1993 of the City of Titusville, Florida, by amending the zoning map made a part of said ordinance by reference by changing the zoning classification on property located along Canaveral Avenue, located south of Pine Street and north of Palmetto Street, from the Single-Family High Density (R-1C) to the Multifamily High Density Residential (R-3) zoning district on 0.16+/- acres of property having Parcel ID No. 22-35-03-03-26-7; providing for severability; repeal of conflicting ordinances; and providing for an effective date. (This is a quasi-judicial item.) **At their regular meeting on July 8, 2026, the Planning and Zoning Commission recommended approval, 6-1.**

Summary Explanation & Background:

The applicant is requesting a Small-Scale Comprehensive Plan Amendment (SSA) with rezoning on approximately 6,970+/- square feet of land located on Canaveral Avenue, north of Palmetto Street and south of Pine Street for the construction of a duplex building. The request intends to change the current future land use designation from

Medium Density Residential to High Density Residential and rezone the property from Single-Family High Density (R-1C) to Multifamily High Density Residential (R-3) to support the intended multifamily use. The property is part of the Titusville plat (Plat Book 1, Page 8) and is currently vacant. Brevard County Property Appraiser Tax Account No. 2200505 and Parcel ID No. 22-35-03-03-26-7.

Alternatives:

- Approve SSA No. 1-2026 as presented.
- Approve SSA No. 1-2026 with changes.
- Do not approve SSA No. 1-2026.

Item Budgeted:
N/A

Source/Use of Funds/Budget Book Page:
N/A

Strategic Plan:
Goal 2: Efficient & Effective Services
Goal 6: Community Design

Strategic Plan Impact:

ATTACHMENTS:
1. Staff Report SSA #1-2026 Canaveral Avenue 5-4-26
2. Application SSA
3. Application REZ
4. Application Amend to HDR and R-3
5. Boundary Survey
6. Canaveral Ave - Community Meeting Notice Letter & Final Report
7. Ordinance - FLU 6-15-26
8. Ordinance - REZ 6-15-26
9. MAPS
10. Business Impact Estimate_SSA 1-2026_FLU 5-18-26_Received 6-15-2026
11. Business Impact Estimate_SSA 1-2026__REZONING_5-18-26_Received 6-15-2026
12. Legal Ad_SSA 1-2026_Readvertised on 6-25-2026

City of Titusville

Planning Department Staff Report

Small Scale Comprehensive Plan Map Amendment with Rezoning
SSA No. 1-2026 – Canaveral Avenue Parcel ID:22-35-03-03-26-7

Meeting Dates:

Commission/Council	Meeting dates
Planning and Zoning Commission	July 8, 2026
City Council First Ordinance Reading	July 28, 2026
City Council Public Hearing	August 11, 2026

Prepared By: Eddy Galindo, AICP – Principal Planner

Applicant(s): Jeremiah Ofori, representing the owner, Gold Coast Developers of Florida, LLC.

Applicant's Request: **SSA:** Amend the Comprehensive Plan Future Land Use Map by replacing the Medium Density Residential future land use designation with the High Density Residential future land use designation on approximately 6,970+/- square feet of property to permit the construction of a duplex.

REZ: Amend the zoning map by replacing the Single-Family High Density (R-1C) zoning district to the Multifamily High Density Residential (R-3) zoning district on approximately 6,970+/- square feet of property to permit the construction of a duplex.

Staff Recommendation: **SSA:** Consider changing the future land use designation from Medium Density Residential to High Density Residential.

REZ: Consider changing the zoning from the Single-Family High Density (R-1C) to the Multifamily High Density Residential (R-3) zoning district consistent with the Small Scale Amendment.

BACKGROUND INFORMATION

The applicant is requesting a Small-Scale Comprehensive Plan Amendment (SSA) with rezoning on approximately 6,970+/- square feet of land located on Canaveral Avenue, north of Palmetto Street and south of Pine Street for the construction of a duplex building. The request intends to change the current future land use designation from Medium Density Residential to High Density Residential and rezone the property from Single-Family High Density (R-1C) to Multifamily High Density Residential (R-3) to support the intended multifamily use. The property is part of the Titusville plat (Plat Book 1, Page 8) and is currently vacant. Brevard County Property Appraiser Tax Account No. 2200505 and Parcel ID No. 22-35-03-03-26-7.

AERIAL MAP

PROPERTY INFORMATION

Existing Use, Future Land Use, and Zoning

Existing Use	Future Land Use	Zoning
Vacant	Medium Density Residential [10 du/ac]	Single-Family High Density (R-1C) [6.7 du/ac]

Proposed Use, Future Land Use, and Zoning

Proposed Use	Future Land Use	Zoning
Multifamily Residential (Duplex)	High Density Residential [15 du/ac]	Multi-Family High Density Residential (R-3) [15 du/ac]

SURROUNDING PROPERTY INFORMATION

Existing Use, Future Land Use, and Zoning

Location	Use	Future Land Use	Zoning
North	Single-Family Residence	Medium Density Residential	Single-Family High Density (R-1C)
South	Single-Family Residence	Medium Density Residential	Single-Family High Density (R-1C)
East	Canaveral Avenue Right of Way	N/A	N/A
	Vacant	Medium Density Residential	Single-Family High Density (R-1C)
West	Single-Family Residence	Medium Density Residential	Single-Family High Density (R-1C)

STAFF ANALYSIS

General Information:

The purpose of the land use amendment and rezoning is to construct a duplex on an existing, vacant lot. The subject property is in the Canaveral Heights neighborhood, west of downtown, in a primarily residential area. The surrounding properties are designated with the Single Family High Density (R-1C) zoning district and Medium Density Residential future land use; however, the zoning in the larger area (generally bounded by Pine Street to the north, Palmetto Street to the south, S. Grannis Avenue to the west, and the Florida East Coast Railroad to the east) can be described as a mix of R-1C and Multi-Family High Density
(R-3) zoning and a mix of Medium Density Residential and High Density Residential Future Land Use designations.

The property is approximately 6,970 square feet or 0.16 acres in size. The current R-1C zoning district permits single-family dwellings at a density of 6.7 dwelling units per acre, which yields one (1) residential dwelling on the property; The requested Multi-Family High Density (R-3) zoning district and High Density Residential future land use designation permit a maximum density of 15 dwelling units per acre, which yields two (2) residential dwellings on the property. The current R-1C zoning district is consistent with the current Medium Density Residential future land use designation. The proposed R-3 zoning district is consistent with the proposed High Density Residential future land use designation.

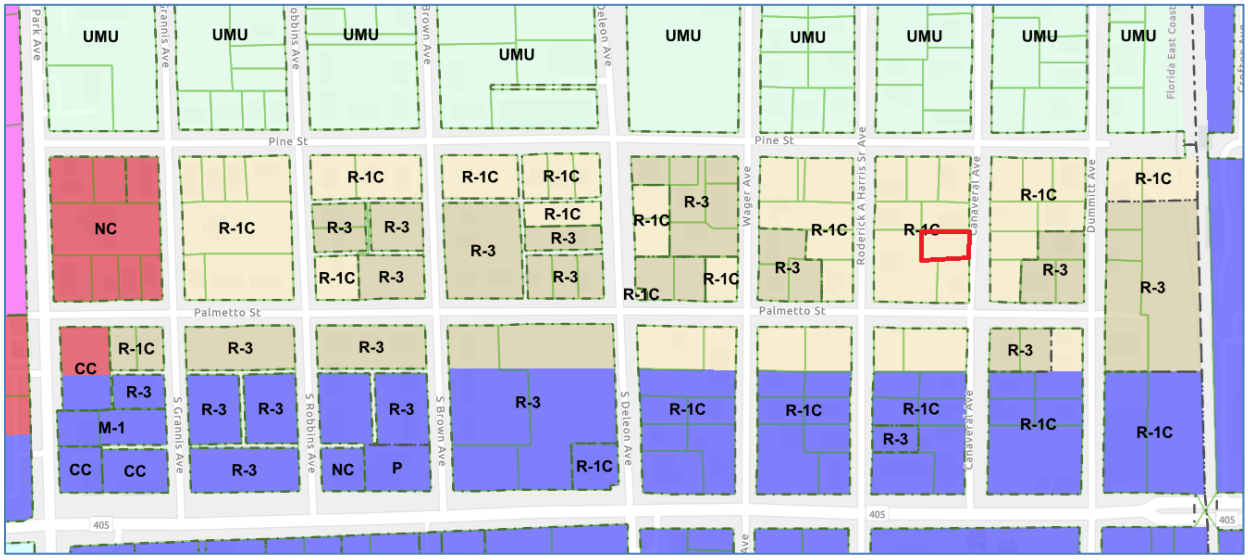


Figure 1. Surrounding Zoning and Future Land Use Designations

Area of Critical Concern:

The property is **not** located within the Area of Critical Concern.

COMPREHENSIVE PLAN AMENDMENT (CPA) REVIEW

Future Land Use Map Amendment Sprawl Criteria

The following list is the review criteria under which the Planning and Zoning Commission and the City Council review applications as they relate to urban sprawl [Section 34-23 of the LDR].

1. The extent to which the proposed amendment is contiguous to an existing development area which has developed in a manner providing a compact, contiguous development pattern with the proposed amendment.

Staff Comment: The property is part of the original Town of Titusville plat of 1880. The property is bounded by existing residential development and one vacant residential land to the east. The area includes established blocks in a gridded urban street pattern of development.

2. The extent to which population growth and development trends warrant an amendment, including an analysis of vested and approved but unbuilt development.

Staff Comment: The city has experienced a population growth rate of approximately 1% to 1.2% per year. The land use amendment and rezoning could accommodate an additional 3 residents above what is currently vested on the property.

3. The extent to which adequate infrastructure to accommodate the proposed amendment exists, or is programmed and funded through an adopted capital improvement schedule, or will be privately financed through a binding executed agreement, or will otherwise be provided at the time of development impacts as required by law.

Staff Comment: The property is located within the urban service area and adequate water, and sewer services are available to serve the maximum buildout potential of two residential dwellings. Existing infrastructure near the site includes an eight (8) inch sewer gravity main and a six (6) inch water main located within the Canaveral Avenue right of way. A six (6) inch pressurized reclaimed water main runs along Palmetto Street, south of the subject property; however, the property is not within the Area of Critical Concern (ACC) and reclaimed water service is typically prioritized for properties within the ACC.

4. The extent to which the amendment will result in an efficient use of public funds needed for the provision of new infrastructure and services related to it.

Staff Comment: The subject property is located adjacent to existing facilities. The amendment is not anticipated to require new publicly funded infrastructure to serve the site.

5. The extent to which the amendment will not result in a sprawl development pattern as determined by Chapter 163, Florida Statutes, and will not discourage infilling of more appropriate areas available for development within existing Development Area Boundaries; and

Staff Comment: The subject property is largely surrounded by existing development and adequate utilities are available to serve the development. The amendment is unlikely to result in urban sprawl as defined in Chapter 163, which is characterized by a low density, automobile-dependent development pattern requiring the inefficient extension of public facilities.

6. The extent to which the amendment will result in a sustainable development pattern through a balance of land uses that is internally interrelated, demonstrates an efficient use of land, ensures compatible development adjacent to agriculture lands, protects environmental qualities and characteristics, provides interconnectivity of roadways, supports the use of non-automobile modes of transportation, and appropriately addresses the infrastructure needs of the community.

Staff Comment: The subject property is located within the City's Urban Service Area and is within an area that is predominantly residential in nature. Sewer and water facilities are available to service the property.

On April 27, 2022, the Council directed the staff to propose a strategy whereby certain portions of the Draft 2040 TitusvilleTomorrow Comprehensive Plan may be incorporated into the adopted comprehensive plan. The City's consultant, Kimley-Horn (formerly Canin

Associates of Orlando), held a public engagement meeting on February 4, 2023, and presented draft Goals, Objectives and Policies (GOPs) to the Future Land Use,

Transportation and Housing Elements of the Comprehensive Plan. The amendments included an expansion of the Urban Mixed Use land use category into the subject neighborhood. In various subsequent community and City Council meetings between 2023-2025, the consultant identified missing middle type housing as appropriate in the area. Missing middle housing are small developments such as duplexes and quadraplex buildings that fit into walkable neighborhoods. The subject neighborhood is walkable due to the existing street grid pattern and proximity to essential services. In addition, the compact development pattern of the neighborhood demonstrates an efficient use of land. These characteristics allow for an increase in density and overall intensity of the area.

7. The extent to which the amendment results in positive market, economic and fiscal benefits of the area as demonstrated through a market demand analysis, economic impact analysis and fiscal impact analysis.

Staff Comment:

The area is predominantly residential in character, with detached single-family homes representing the most common housing type. However, it also includes a mix of multifamily options such as duplexes, triplexes, and quadplexes. These multifamily developments provide a necessary and more affordable alternative to single-family housing.

With the city experiencing steady population growth of approximately 1% to 1.2% annually, expanding the overall housing supply remains a priority in addressing the broader statewide housing affordability challenges. "Missing middle" housing types—such as duplexes and quadplexes—are well-suited to the existing neighborhood context. They offer a compatible scale while creating opportunities for property owners to generate additional income through leasing.

The consultant noted that the area benefits from strong connectivity to downtown and nearby trail systems. It maintains a desirable balance between residential and non-residential uses, with convenient access to downtown amenities. However, the consultant also identified regulatory barriers to the development of missing middle housing, including minimum living area requirements, lot size standards, and setback regulations.

Overall, these characteristics position the area as economically promising, while also highlighting opportunities for targeted policy adjustments to better support diverse and attainable housing options.

Consistency with the Comprehensive Plan

The following is an analysis of the consistency of the request with the City's Comprehensive Plan. The request for a Comprehensive Plan Amendment and rezoning is consistent with the Comprehensive Plan and more specifically with the following objectives and policies of the Comprehensive Plan.

Future Land Use Element [FLUE] Policy 1.14.1: Sites for residential development shall be located throughout the City in a variety of residential zoning classifications, which provide for a variety of lot sizes, floor areas, setbacks, and residential densities.

Staff Comment: The proposed high Density Multifamily Residential land use and Multifamily High Density (R-3) zoning are within proximity to a variety of residential and mixed-use zoning classifications which include Single-Family High Density (R-1C), Multi-Family High Density Residential (R-3), and Urban Mixed Use (UMU). There is a need throughout the city for additional housing options beyond single-family residences. The addition of a multifamily residential use would further add to the variety of residential developments and densities permitted throughout the city.

[FLUE] Policy 1.14.6: High density residential uses (maximum fifteen (15) units per acre) or mobile homes shall consider existing and proposed land uses to ensure compatibility. Further, such densities shall be located adjacent to at least a collector or arterial street unless the property is located along the following local road, which already has a multi-family development pattern and is capable of supporting higher density: Rock Pit Road (from Tropic Street to South Street).

Staff Comment: The proposed High Density Residential future land use is in proximity to a variety of residential land use designations which include: Medium Density Residential (10 du/ac), High Density Residential (15 du/ac), and Urban Mixed Use (15 du/ac). The proposed High Density Residential future land use designation, with a maximum of fifteen (15) units per acre, would permit a maximum of two (2) residential units on the property (15 units per acre X 0.16 acres = 2.4 units). The construction of two residential units is compatible and consistent with the surrounding area. The property is located along a local roadway, Canaveral Avenue, which has direct access to South Street (State Road 405), an arterial roadway, located approximately 540± feet south of the property.

[FLUE] Policy 1.14.5: Medium density residential uses (maximum ten (10) units per acre) shall consider existing and proposed land uses to ensure compatibility. Further, such densities shall be located adjacent to at least a collector street, unless the property is located along the following local road, which already has a multi-family development pattern and is capable of supporting higher density: Rock Pit Road (from Tropic Street to South Street).

Staff Comment: The current Medium Density Residential future land use designation has a maximum density of ten (10) units per acre, which permits a maximum of one (1) residential unit on the property (10 units per acre X 0.16 acres = 1.6 units). The Medium Density Residential future land use designation is compatible and consistent with the surrounding area. The property is located along a local roadway, Canaveral Avenue, which has direct access to South Street (State Road 405), which is an arterial roadway located approximately 540± feet south of the property. The abutting properties are designated as Medium Density Residential (10 du/ac) on the City's Future Land Use Map.

[FLUE] Policy 1.14.8: Negative impacts of residential land uses on environmentally sensitive areas shall be minimized. The Conservation Element objectives and policies shall be utilized in determining the appropriateness of residential land uses designation and the specific intensity of use authorized by land development regulations.

Staff Comment: The subject property is vacant residential land and is primarily wooded. According to the National Wetlands Inventory Map, no wetlands are shown on the site. No areas of the site are designated as Conservation on the City's Future Land Use Map, which would typically indicate the presence of potential wetlands.

[FLUE] Policy 1.17.1: The following items shall be addressed in the analysis of the land use changes: Surrounding uses; Surrounding zoning; Acreage; Description of site; Soils and topography; Flood zone; Recharge potential; Traffic counts on adjacent streets; and Impact on adopted levels of service; Water supply availability.

Staff Comment: The character of the area is a mixture of single-family homes, multifamily homes, and vacant residential lots. The addition of a residential use, a duplex, will not change the nature of the surrounding area and is not expected to generate any detriment to the public safety and welfare of the general public.

The property is within the City's urban service area. Existing infrastructure near the site includes a six (6) inch water main and an eight (8) inch gravity sewer main along Canaveral Avenue. The property is located outside of the Area of Critical Concern (ACC) and reclaimed water service is not available to the property. The nearest reclaimed water main is located approximately one hundred and fifty (150) feet south of the property, at the intersection of Canaveral Avenue and Palmetto Street. A circular, reinforced concrete stormwater pipe is also located along Canaveral Avenue. There is adequate water and sewer service to serve a build-out scenario of two (2) residential units.

The Space Coast Area Transit Bus Routes #1, #2, #5, and #10 provide service within approximately a quarter of a mile of the subject property with stops along South Street (SR405). The property is located within Flood Zone X (area of minimal flood hazard). Maps depicting soils, flood hazard areas, location, etc., are provided within the agenda package. The property is not located within the Area of Critical Concern.

REZONING REVIEW

Zoning Review Criteria

Section 34-40 of the LDR lists the review criteria under which the Planning and Zoning Commission and the City Council review applications as they relate to zoning.

The following are staff's findings:

1. Comprehensive Plan Consistency Statement.

Staff Comment: According to the Land Use/Zoning Matrix described in Chapter 27 of the Land Development Regulations, the R-3 zoning district is consistent with the proposed High Density Residential future land use category. [FLUE] Policy 1.14.6 states that "high density residential uses (maximum fifteen (15) units per acre) or mobile homes shall consider existing and proposed land uses to ensure compatibility and such densities shall be located adjacent to at least a collector or arterial street unless the property is located along the following local road, which already has a multi-family development

pattern and is capable of supporting higher density: Rock Pit Road (from Tropic Street to South Street).” A duplex, or two residential units, is not typically generally considered a high-density residential use.

The property is located on Canaveral Avenue, between Pine Street to the north and Palmetto Street to the south. Canaveral Avenue provides direct access to South Street (State Road 405), located approximately 540± feet south of the property. South Street is an arterial roadway as identified in Sec. 9.3 of the Transportation Technical Manual. Canaveral Avenue is a local roadway as identified in Sec. 9.3 of the Transportation Technical Manual. The blocks to the east and west of the property exhibit a Future Land Use pattern which can be described as a mix of Medium Density Residential and High Density Residential. The request is consistent with the Future Land Use pattern in the surrounding area.

The current Medium Density Residential land use with R-1C zoning is also consistent with the Land Use/Zoning Matrix and would provide maximum of nine (9) units per acre. [FLUE] Policy 1.14.5 states that “Medium density residential uses (maximum ten (10) units per acre) shall consider existing and proposed land uses to ensure compatibility. Further, such densities shall be located adjacent to at least a collector street, unless the property is located along the following local road, which already has a multi-family development pattern and is capable of supporting higher density: Rock Pit Road (from Tropic Street to South Street).” The property and all other properties within the same block, bounded by Roderick A Harris Sr. Ave, Pine St., Canaveral Ave, and Palmetto Street, are currently designated as Medium Density Residential (10 du/ac) on the City’s future land use map. Retaining the current Medium Density Residential future land use designation could be considered; however, this would not provide enough density to permit the construction of a duplex as proposed by the applicant.

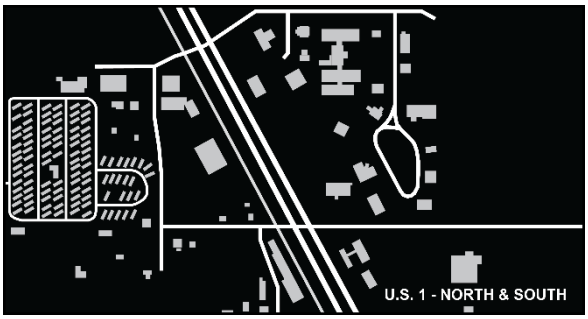
1.1. Public facilities are available and concurrent with the land use change per the Comprehensive Plan and Concurrency provisions of the Land Development Regulations.

Staff Comment: The property is within the City’s urban service area. Existing infrastructure near the site includes a six (6) inch water main and an eight (8) inch gravity sewer main along Canaveral Avenue. The property is located outside of the Area of Critical Concern (ACC) and reclaimed water service is not available to the property. The nearest reclaimed water main is located approximately one hundred and fifty (150) feet south of the property, at the intersection of Canaveral Avenue and Palmetto Street. A circular, reinforced concrete stormwater pipe is also located along Canaveral Avenue.

Transportation Impact.

Staff Comment: The subject property is located on Canaveral Avenue, between Pine Street and Palmetto Street, in the Canaveral Heights neighborhood, located west of downtown. The transportation network in the general area can be described as a traditional gridded urban street pattern, which is able to distribute traffic to a greater degree than the conventional transportation pattern of typical suburban-style development. The development pattern of the area is gridded blocks and intersecting local streets. This is an ideal development pattern that disperses traffic in a more even manner than the typical suburban structure where dead-end local roads empty onto collector or arterial roads.

Urban



Suburban

The Space Coast Area Transit Bus Routes #1, #2, #5, and #10 provide service within approximately a quarter of a mile of the property with stops along South Street (SR405). The addition of two residential units is not anticipated to cause a concurrency related level of service issue on the surrounding roadways. Specific impacts will be evaluated with the submittal of a building permit.

Solid Waste.

Staff Comment: Solid waste services are available to serve this property.

1.2. Public streets are adequate to access the property.

Staff Comment: The subject property has frontage along Canaveral Avenue.

1.3. The land will support the proposed development.

Staff Comment: The subject property is located within Flood Zone X (area of minimal flood hazard). A soils map is included for this request.

1.4. Environmental impact.

Staff Comment: According to the National Wetlands Inventory Map, no wetlands are shown on the site. No areas of the site are designated as Conservation on the City's Future Land Use Map, which could be indicative of the presence of potential wetlands.

2. The existing zoning, if deemed consistent with the Comprehensive Plan, shall be presumed correct unless substantial change in the area has occurred since the original zoning.

Staff Comment: The property, all abutting properties, and the surrounding properties currently designated with R-3 zoning and High Density Residential future land use were assigned to their current designations in 1993 as part of the implementation of the 1988 Comprehensive Plan adoption and have remained unchanged. No substantial changes in the area have occurred since the original zoning; The requested R-3 zoning districts is consistent with the surrounding zoning. However, in various community and City Council meetings between 2023-2025, the consultant identified missing middle type housing as appropriate in the area. Missing middle housing are small developments such as duplexes and quadraplex buildings that fit into walkable neighborhoods.

The City Council directed the staff to identify opportunities to remove barriers to development and redevelopment especially related to small lots and the need for housing that is more affordable [City Council minutes May 26, 2020, March 13, 2024, January 14, 2025]. The rezoning request in the subject neighborhood meets the City Council's directives.

3. The density or intensity of the proposed rezoning and use shall be consistent with:

3.1. The development in the area.

Staff Comment: The predominant land use in the area is residential. The general area consists primarily of single-family residences, multifamily dwellings (duplexes, triplexes, and quadplex), and vacant residential land. Nonresidential type uses within the area include utility facilities, warehousing, churches, and a mini-warehouse use.

The surrounding zoning classifications include Single-Family High Density (R-1C), Multifamily High Density (R-3), and Urban Mixed Use (UMU). A duplex is compatible with the surrounding mixture of residential uses in the area. If approved, the rezoning request would allow a maximum buildout of two (2) dwelling units for the development of a duplex. The maximum density of the current R-1C zoning allows for a maximum of one (1) dwelling unit to be constructed on the property. The amendment would allow a duplex to be constructed in an area which consists primarily of single-family residences, yet includes a mix of housing typologies, such as other duplexes, triplexes, and quadplexes.

In various community and City Council meetings between 2023-2025, the consultant identified missing middle type housing as appropriate in the area. Missing middle housing are small developments such as duplexes and quadraplex buildings that fit into walkable neighborhoods.

3.2. Not likely to cause a depreciation of property values in the area.

Staff Comment: An additional duplex in the area is not likely to cause a depreciation of property values in the area. The Florida Housing Coalition published "Home Matters Report 2022", which identified an ongoing housing affordability crisis statewide. There is a need for additional housing units to increase the supply of housing and to reduce overall housing costs.

The increased housing typology and nearby community assets should help increase property values in the area.

4. The application is consistent with zoning in the area.

Staff Comment: The property is in an area with a variety of zoning districts which include Single-Family High Density (R-1C) (10 du/ac), Multifamily High Density Residential (R-3) (15 du/ac), and Urban Mixed Use (UMU) (15 du/ac). The blocks to the east and west of the property exhibit a Future Land Use pattern that can be described as a mix of Medium Density Residential and High Density Residential. The proposed R-3 zoning is consistent within the surrounding zoning in the area. The current R-1C zoning district, with a maximum density of 6.7 dwelling units per acre, is also consistent with the surrounding zoning and yields sufficient density for one (1) residential unit. The existing

zoning within the surrounding area has remained unchanged since the 1993 citywide rezoning ordinance.

The purpose statement provided within LDR Sec.28-307(a) describes the proposed Multifamily High Density Residential (R-3) district as "intended to allow the development of a variety of housing types at a maximum density of fifteen (15) units per acre. This district is further intended to satisfy the need for a high concentration of population, is located adjacent to arterial or collector streets and is well served by public services and facilities." The purpose statement further states, "When adjacent to R-1 zoning districts, the development within the district shall be designed carefully to provide maximum compatibility with adjacent development by proper architectural design, landscaping, screening, and parking."

The purpose statement contained within LDR Sec. 28-305(a) for the current Single-Family High Density (R-1C) zoning district is as follows, "The Single-Family High Density (R-1C) district is established as a designation for the principal use of high-density single-family dwellings. The purpose of this district is to promote stable quality residential development at slightly increased densities together with certain structures and uses that are compatible with property in the district. It is further intended that governmental, religious, recreational and other immediate needs of this district are served while a quality environment is provided for the residents of the designation and City. This district provides the transition between single-family densities and higher density development"

In various community and City Council meetings between 2023-2025, the consultant identified missing middle type housing as appropriate in the area. Missing middle housing are small developments such as duplexes and quadraplex buildings that fit into walkable neighborhoods.

5. The application will protect the public health, safety, morals or welfare of the general public.

Staff Comment: The character of the area is a mixture of single-family residential, multifamily residential, and vacant residential lots. The addition of a duplex, a residential use, will not change the residential nature of the surrounding area and is not expected to generate any detriment to the public safety and welfare of the general public.

6. Whether the applicant has sufficiently protected adjacent land uses and zoning districts by adequate buffering and screening.

Staff Comment: The adjacent land uses and zoning districts are generally residential and are not anticipated to be negatively impacted by the proposed duplex, an additional residential use. Minimum buffer requirements are outlined in Section 30-332. – Required landscape yards of the Land Development Regulations.

7. Substantial reasons why the property cannot be used in the existing zoning district.

Staff Comment: The existing zoning on the property would allow a maximum of one (1) single-family residence. The property is currently vacant. There are no substantial reasons why the property cannot be used within the existing zoning.

COMMUNITY ENGAGEMENT MEETING - LDR Section 34-14

<u>Staff Comment:</u> While the application is exempt, a community engagement meeting was held by the applicant on February 10, 2026.

RECOMMENDATION:

Comprehensive Plan Amendment Recommendation: Consider the findings based upon the staff analysis, information and evidence presented, and in accordance with the City Charter of the City of Titusville, the Code of Ordinances and Land Development Regulations, Section 34-40 of the Code, the adopted comprehensive plan and the provisions of Chapter 163 and 166, Florida Statutes in the request to change the future land use designation on the property from Medium Density Residential to High Density Residential.

Rezoning Recommendation: Consider the findings based upon the staff analysis, information and evidence presented, and in accordance with the City Charter of the City of Titusville, the Code of Ordinances and Land Development Regulations, Section 34-40 of the Code, the adopted comprehensive plan and the provisions of Chapter 163 and 166, Florida Statutes in the request to change the zoning district on the property from Single-Family High Density (R-1C) to Multifamily High Density Residential (R-3).

Gateway to Nature & Space

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

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. Annexation	Does the request include an annexation?	☐ Yes ☑ No
2. Regular or Small Scale Amendment	Regular Amendment (CPA) Property **50 acres or greater** ☐	Small Scale Amendment (SSA) Property **less than 50 acres** ✔
3. Project Information	Project Name: Canaveral Ave	Property Address/Location Description: PID 22-35-03-03-26-7
4. Applicant / Owner	Name of Applicant/Contact: Jeremiah Ofori	Name of Owner: Gold Coast Developers of Florida LL
	Street Address: 121 Drennen Rd	Street Address: 121 Drennen Rd.
	City: Orlando State: FL Zip: 32806	City: Orlando State: FL Zip: 32806
	Telephone #: 407.710.8787 Fax #:	Telephone #: 407.710.8787 Fax #:
	E-Mail Address: Jeremiah@GoldcoastDOF.com	E-Mail Address: Joshua@GoldcoastDOF.com
5. Applicant Status	☑ Owner ☐ Tenant ☐ Agent ☐ Other	
6. Parcel ID	PID 22-35-03-03-26-7	**Tax Acct.** 2200505
7. Site Size (Attach Legal Description)	Acres: .16	Square Feet: 6969.6
8. 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: MDR	
	NORTH: UMU	
	SOUTH: MDR, HDR	
	EAST: MDR, HDR	
	WEST: MDR	

9. Current Designation	Future Land Use: MDR		Zoning: R-1C	
10. Proposed Designations	Future Land Use: UMU		Zoning: UMU	
11. Subject Property	Current Use: Vacant Land		Proposed Use: UMU	
12. Note any previous amendments on the site	N/A			
13. Check other applications submitted	Conditional Use ☐	Vacation of Easement ☐	Master Plan Approval ☐	Rezoning ☑
	Vacation of Right of Way ☐	Site Plan ☐	Subdivision/ Plat ☐	Other:
14. Narrative	Please provide a brief description of the request and the proposed project: (Attach separate narrative page if necessary) We would like to rezone the property to UMU given the adjacent parcel t			

- **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 schedule noted above.
- 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.
6. I understand that as the Applicant, I must hold a public meeting prior to the scheduling of any public hearings before the Planning and Zoning Commission or City Council for this item. Notices for this meeting must be sent to all property owners within 500 feet of the subject property.

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/_____ 12/12/2025

(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 4)

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) in electronic PDF format.	☐
6.	Names, addresses and address labels for all property owners within 500 feet of the subject property. *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.*	☐
7.	Additional site-specific data as necessary to describe any impacts to conservation / wetland areas, and other environmentally sensitive resources, including any mitigation efforts to be proposed or required by these regulations.	☐
8.	Traffic counts and Level of Service (LOS) on streets providing access to subject property may be required by the City. A determination of the needed information will be provided by the City prior to submittal of the request.	☐
9.	Pre-Application Meeting Held – Date: Staff in Attendance:	☐
10.	Preliminary School Concurrency Determination Submitted. Contact Brevard County Public Schools, David Lindemann to receive this application for completion. Lindemann.David@BrevardSchools.org	☐
11.	Community Meeting per Ordinance 26-2019 – Tentative meeting date _____	☐
12.	Completed Concurrency Application	☐

Conceptual Site Plan Checklist

(Development Review Procedures Manual Section 4)

In order to illustrate the proposed use of the property to be rezoned, the applicant is encouraged to submit a conceptual site plan in support of the proposal. If a conceptual site plan or developer's agreement is not provided with the application, the City shall review the application based on the most intensive land use and the maximum intensity and/or density within the zoning district requested within the application. If a conceptual site plan is submitted, the following information shall be provided:

1.	A vicinity map indicating the general location of the abutting streets and utilities.	☐
2.	General information regarding the existing site conditions and physical characteristics, adjacent community facilities and public utilities, and surrounding property conditions.	☐
3.	General description of the proposed development including the total acreage, the proposed number of buildings, or the number of units.	☐
4.	The location of existing buildings and structures including the dimensions.	☐
5.	The means of ingress and egress to the project.	☐
6.	General location and dimension of all existing and proposed parking and/or loading areas.	☐
7.	Information showing approximate location of all structures and major features, setbacks, distance between structures and property lines, floor areas, width of driveways, parking spaces, property or lot lines, percent of property or lot lines, percent of property coverage.	☐

CONCURRENCY

City of Titusville
Preliminary Concurrency Assessment

Project Name: Canaveral Ave
Project Location: Canaveral Ave
Submitted By: Joshua Wilson Date: 12/12/2025
Company Name: Gold Coast Developers of Florida LL Email: Joshua@GoldcoastDC

Concurrency Assessment Requirements

1. Project Developer/Engineer: Gold Cost Developers of Florida LLC
   Address: 121 Drennen Rd. Orlando FL, 32806
   City: Orlando State: FL Zip: 32806
   Email: Jeremiah@GoldcoastDOI Phone: 407.710.8787 Fax:
2. Property Owner:
   Address:
   City: Orlando State: FL Zip:
   Email: Phone: Fax:
3. Size of proposed development (acres):
4. Parcel ID Number: PID 22-35-03-03-26-7
5. Tax Account Number: 2200505
6. Name of Primary Access Point(s): Pine St. & Palmetto St.
7. Name of Secondary Access Point(s):
8. Are there any existing structures or improvements on the site. Yes: ☐ No: ☑
   If yes please describe:
   N/A
9. Proposed Use(s):
   Residential Uses
   ☐ Single Family Number of Lots: 1
   ☑ Multi-family Number of Units: 2
   No. of Buildings: 1 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

APPLICATION FOR REZONING (REZ) / PLANNED DEVELOPMENT (PD) / MASTER PLAN (MP)

Please submit electronically a completed application including 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: Canaveral Ave	Property Address/Location Description: PID 22-35-03-03-26-7
2. Type of Request	Rezoning (REZ) ☑	Planned Development (PD) ☐ Master Plan (MP) ☐
2. Applicant/ Owner	Name of Applicant/Contact: Jeremiah Ofori Street Address: 121 Drennen Rd City: **Orlando** State: FL Zip: 32806 Telephone #: 4077108787 Fax #: E-Mail Address: Jeremiah@GoldCoastDOF.com	Name of Owner: Gold Coast Developers of Florida LL Street Address: 121 Drennen Rd City: **Orlando** State: **FL** Zip: **32806** Telephone #: 4077108787 Fax #: E-Mail Address: Joshua@GoldCoastDOF.com
3. Applicant Status	☑ Owner ☐ Tenant ☐ Agent ☐ Other	
4. Parcel ID	**PID 22-35-03-03-26-7**	**Tax Acct.** **2200505**
5. Site Size	Acres: .16	Square Feet: 6969.6
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:** **MDR** **NORTH:** UMU - Urban Mixed Use **SOUTH:** **MDR, HDR** **EAST:** **MDR, HDR** **WEST:** **MDR**	

7. Current Future Land Use Designation	Future Land Use: Industrial			
8. Existing Zoning District	R-1C			
9. Proposed Zoning District	UMU			
10. Building Status	Existing Building(s) on the site? No		New Buildings Proposed? Multi-Family	
11. Note any previous rezonings on the site	N/a			
12. Check other applications submitted	Conditional Use ☐	Vacation of Easement ☐	Master Plan Approval ☐	Rezoning ☐
	Vacation of Right of Way ☐	Site Plan ☐	Subdivision/ Plat ☐	Other:
13. Narrative	Please provide a brief description of your request and the proposed project: (Attach separate narrative page if necessary) We would like to rezone the parcel to UMU given the existence of the F			

- **All applications shall require Community Development Staff review prior to submittal.**
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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.
6. I understand that as the Applicant, I must hold a public meeting prior to the scheduling of any public hearings before the Planning and Zoning Commission or City Council for this item. Notices for this meeting must be sent to all property owners within 500 feet of the subject property.

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/_____ **06/24/2025**

(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 5 and 6)

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) in electronic PDF format	☐
6.	Names, addresses and address labels for all property owners within 500 feet of the subject property. *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.*	☐
7.	For **Planned Development and Master Plan** applications, a conceptual site plan (minimum 24" x 36") in electronic PDF format. See table below for requirements.	☐
8.	For **Planned Development and Master Plan** applications, a Planned Development Ordinance establishing the development standards for the Planned Development.	☐
9.	For **Master Plan** applications, a Unified Control Agreement pursuant to Sec. 34-54 of the Land Development Regulations.	☐
10.	Pre-Application Meeting Date: Staff in Attendance:	☐
11.	Community Meeting per Ordinance 26-2019 – Tentative meeting date _____	☐
12.	Completed Concurrency Application	☐

Conceptual Site Plan Checklist

(Development Review Procedures Manual Section 5 and 6)

THE CONCEPTUAL SITE PLAN SHALL INCLUDE THE FOLLOWING:

1.	All information required for a sketch plat. (if applicable)	☐
2.	Development plan identifying the location and acreage of each component and district of the project, including the location and placement of proposed land uses by type and density, density, layout of lots, open space designation, location of landscape buffer areas required by these regulations, recreational facilities, commercial uses, other permitted uses, off-street parking and loading locations and refuse collection locations.	☐
3.	Development plans showing access and buffer areas (both external and internal) to the development and how pedestrian and other non-motoring travel will be safely integrated.	☐
4.	Tabulations of acreage devoted to each use and total gross acreage of the project. These tabulations shall include acreage totals for each use, open space designations, recreation facilities, streets, parks, schools and other uses. Within these tabulations, information relative to the total number and type of residential units, the residential density for each type of unit, and the overall residential density of the project shall be provided.	☐
5.	An environmental component, including maps and analyses, which determine the effect of the proposed development upon the conservation/preservation of native habitat, wildlife, floodplains, recreation advantages wetlands and other natural resources.	☐
6.	Documentation as to the impact of the proposed development on the levels of service for roads, potable water, sanitary sewer, solid waste drainage, parks and any other public facilities and services. (Preliminary Concurrency Analysis)	☐
7.	A stormwater management plan with sufficient detail included to demonstrate that the proposed development can comply with the requirements of the Land Development Regulations.	☐
8.	The location of existing buildings and structures including the dimensions.	☐

CONCURRENCY

City of Titusville
Preliminary Concurrency Assessment

Project Name: Canaveral Ave
Project Location: Canaveral Ave
Submitted By: Joshua Wilson Date: 12/12/2025
Company Name: Gold Coast Developers of Florida LL Email: Joshua@GoldcoastDC

Concurrency Assessment Requirements

1. Project Developer/Engineer: Gold Coast Developers of Florida LLC
   Address: 121 Drennen Rd.
   City: Orlando State: FL Zip: 32806
   Email: Joshua@GoldcoastDOF.com Phone: (407) 305-4139 Fax:
2. Property Owner:
   Address:
   City: State: FL Zip:
   Email: Phone: Fax:
3. Size of proposed development (acres): Joshua@GoldcoastDOF.com
4. Parcel ID Number: PID 22-35-03-03-26-7
5. Tax Account Number: 2200505
6. Name of Primary Access Point(s): Palmetto St & Pine St
7. Name of Secondary Access Point(s):
8. Are there any existing structures or improvements on the site. Yes: ☐ No: ☑
   If yes please describe:
   N/a
9. Proposed Use(s):
   Residential Uses
   ☐ Single Family Number of Lots: 1
   ☑ Multi-family Number of Units: 2
   No. of Buildings: 1 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.

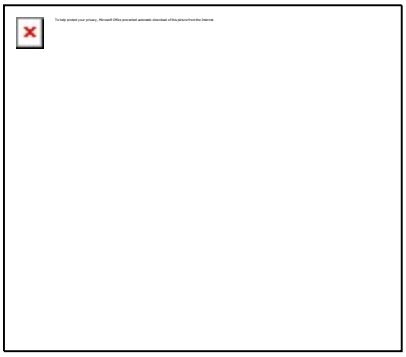
Galindo, Eddy

From: Joshua Wilson <joshua@goldcoastdof.com>
Sent: Thursday, February 5, 2026 3:41 PM
To: Galindo, Eddy
Cc: jeremiah@goldcoastDOF.com
Subject: Re: SSA #1-2026 Canaveral Ave - Incomplete Application Letter

Hey Eddy,

We will proceed with the R-3 and HDR as recommended.

Thanks,



Joshua Wilson

Project Manager

121 Drennen Rd.
Orlando, FL 32806

+1.407.710.8787 (Office)

+1.724.635.5652 (Cell)

Joshua@GoldCoastDOF.com

On Tue, Feb 3, 2026 at 4:11 PM Galindo, Eddy <eddy.galindo@titusville.com> wrote:

> Good afternoon Jeremiah,
>
> Please see the incomplete application letter attached. Application fees can be paid through our BS&A online portal.
>
> Thanks and have a great day,
>
> Eddy Galindo, AICP

Principal Planner

City of Titusville, Florida

555 S. Washington Avenue

Titusville, FL 32781-2806

(321) 567-3976

eddy.galindo@titusville.com

For GIS Zoning & Future Land Use Interactive Map please visit:
http://titusville.maps.arcgis.com/home/index.html

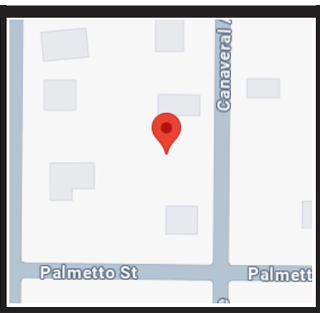
Please provide feedback on our service. The Community Development customer service survey is available at https://www.titusville.com/FormCenter/Community-Development-7/Customer-Satisfaction-Survey-55.

Please note: Florida has a very broad public records law. Most written communications to or from City employees regarding City business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

Robinson Surveying

LB# 8260

140 E. Panama Road
Winter Springs, Florida 32708
407.637.5961



PROPERTY ADDRESS: CANAVERAL AVENUE, TITUSVILLE, FLORIDA 32796

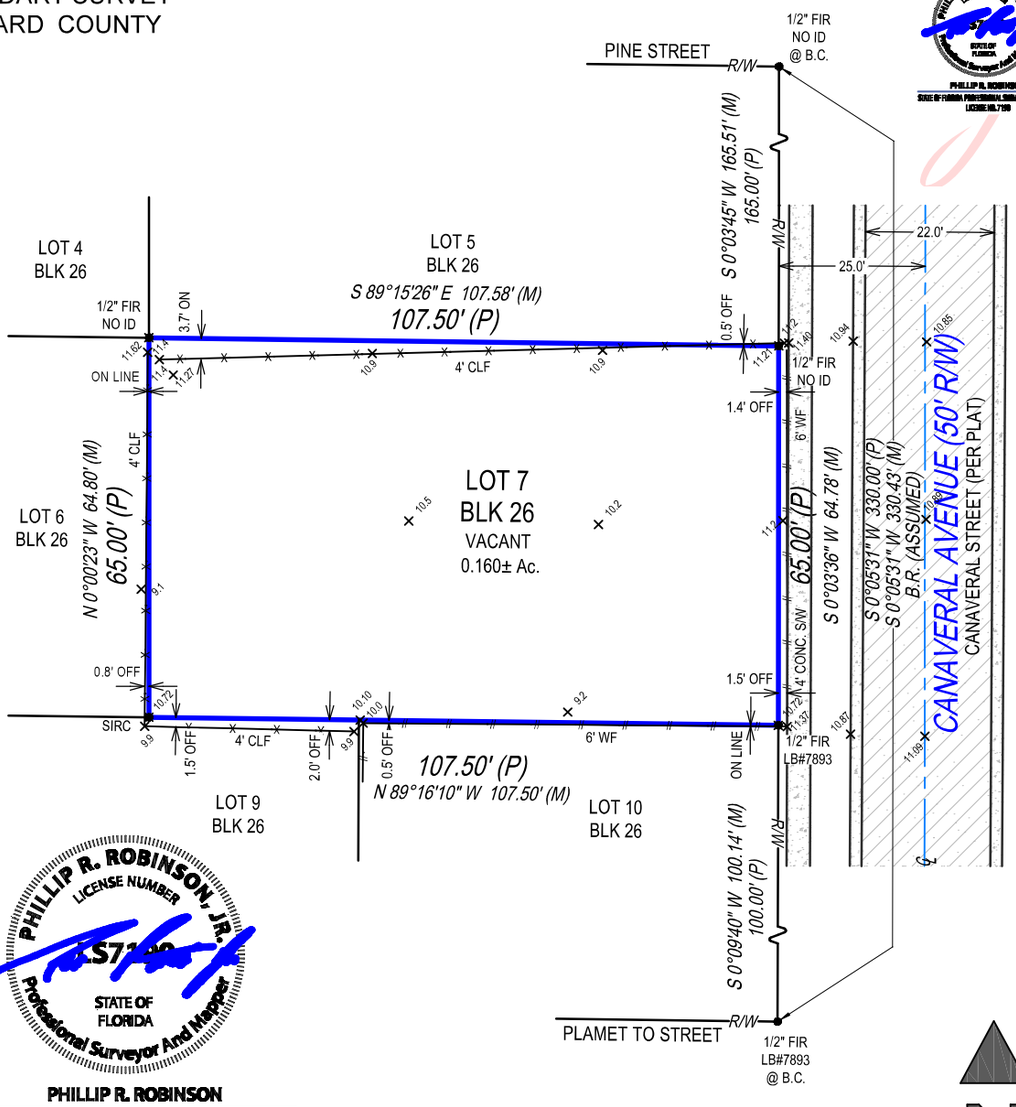
JOB NUMBER: 2505.0011

FIELD WORK DATE: 5/15/2025

REVISION HISTORY: (REV.1 5/20/2025)

2505.0011
BOUNDARY SURVEY
BREVARD COUNTY

Digitally signed by Phillip Robinson Jr
Date: 2025.05.20 17:39:46 -04'00'



PHILLIP R. ROBINSON
STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER
LICENSE NO. 7190

SURVEYOR'S NOTES:
FENCE OWNERSHIP NOT DETERMINED.

I hereby certify that this Boundary Survey of the hereon described property has been made under my direction, and to the best of my knowledge and belief, it is a true and accurate representation of a survey that meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17 of the Florida Administrative Code.

N

30 0 15 30

GRAPHIC SCALE (In Feet)
1 inch = 30' ft.

FLOOD INFORMATION:
BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN CITY OF TITUSVILLE, COMMUNITY NUMBER 125152, DATED 01/29/2021.

CLIENT NUMBER:

DATE: 05/20/25

BUYER: ISH REAL ESTATE LLC

SELLER:

CERTIFIED TO:
ISH REAL ESTATE LLC

POINTS OF INTEREST:
ALL ELEVATIONS ARE BASED ON BREVARD COUNTY BENCHMARK DESIGNATION C5A08 WITH AN ELEVATION OF 20.26' (NAVD 88 DATUM).

PAGE 1 OF 2.
DOCUMENT IS NOT VALID WITHOUT ALL PAGES.

LEGAL DESCRIPTION:

LOT 7, BLOCK 26, PLAT OF TITUSVILLE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 8, THROUGH 10 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

JOB SPECIFIC NOTES:

THE ASSUMED BEARING REFERENCE OF SOUTH 0 DEGREES 05 MINUTES 31 SECONDS WEST IS BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF CANAERAL AVENUE, LOCATED WITHIN PLAT OF TITUSVILLE ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 8, THROUGH 10 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

1. The Legal Description used to perform this survey was supplied by others. This survey does not determine or imply ownership.
2. This survey only shows improvements found above ground. Underground footings, utilities and encroachments are not located on this survey map.
3. If there is a septic tank, or drain field shown on this survey, the location is approximate as the location was either shown to Robinson Surveying by a third party or it was estimated by metal detection, probing rods, and visual above ground inspection only. No excavation was performed in order to determine the exact and accurate location.
4. This survey is exclusively for the use of the parties to whom it is certified.
5. Additions or deletions to this survey map and report by other than the signing party or parties is prohibited without written consent of the signing party or parties.
6. Dimensions are in feet and decimals thereof.
7. Due to varying construction standards, house dimensions are approximate.
8. Any FEMA flood zone data contained on this survey is for informational purposes only. Research to obtain such data was performed at www.fema.gov.
9. All corners marked as set are at a minimum a ½"diameter, 18" iron rebar with a cap stamped LB#8260.
10. If you are reading this survey in an electronic format, the information contained on this document is only valid if this document is electronically signed as specified in Chapter 5J-17.062 (3) of the Florida Administrative Code and Florida Statute 472.025. The Electronic Signature File related to this document is prominently displayed on the invoice for this survey which is sent under separate cover. Manually signed and sealed logs of all survey signatures are kept in the office of the performing surveyor. If this document is in paper format, it is not valid without the signature and original raised seal of a Florida Licensed Surveyor.
11. Unless otherwise noted, an examination of the abstract of title was NOT performed by the signing surveyor to determine which instruments, if any, are affecting this property.
12. The symbols reflected in the legend and on this survey may have been enlarged or reduced for clarity. The symbols have been plotted at the center of the field location, and may not represent the actual shape or size of the feature.
13. Points of Interest (POI's) are selected above-ground improvements which may be in contact with boundary, building setback or easement lines, as defined by the parameters of this survey. There may be additional POI's which are not shown, not called-out as POI's, or which are otherwise unknown to the surveyor. These POI's may not represent all items of interest to the viewer.
14. Utilities shown on the subject property may or may not indicate the existence of recorded or unrecorded utility easements.
15. The information contained on this survey has been performed exclusively, and is the sole responsibility, of Robinson Surveying. Additional logo or references to third parties are for informational purposes only.
16. Pursuant to F.S. 558.0035, an individual employee or agent may not be held individually liable for negligence.
17. House measurements should not be used for new construction or planning. Measurements should be verified prior to such activity

SURVEYOR'S LEGEND

LINETYPES: (UNLESS OTHERWISE NOTED)

BOUNDARY LINE
STRUCTURE
CENTERLINE
CHAIN-LINK or WIRE FENCE
EASEMENT
EDGE OF WATER
IRON FENCE
OVERHEAD LINES
SURVEY TIE LINE
WALL OR PARTY WALL
WOOD FENCE
VINYL FENCE

SURFACE TYPES: (UNLESS OTHERWISE NOTED)

ASPHALT
BRICK or TILE
CONCRETE
COVERED AREA
WATER
WOOD

SYMBOLS: (UNLESS OTHERWISE NOTED)

BENCH MARK
CENTERLINE
CENTRAL ANGLE or DELTA
COMMON OWNERSHIP
CONTROL POINT
CONCRETE MONUMENT
CATCH BASIN
ELEVATION
FIRE HYDRANT
FND OR SET MONUMENT
GUYWIRE OR ANCHOR
MANHOLE
TREE
UTILITY OR LIGHT POLE
WELL

(C)	CALCULATED
(D)	DEED
(F)	FIELD
(M)	MEASURED
(P)	PLAT
(R)	RECORD
(S)	SURVEY
A.S.B.L.	ACCESSORY SETBACK LINE
A/C	AIR CONDITIONING
B.C.	BLOCK CORNER
B.F.P.	BACKFLOW PREVENTOR
B.R.	BEARING REFERENCE
B.R.L.	BUILDING RESTRICTION LINE
B/W	BAY/BOX WINDOW
BLDG.	BUILDING
BLK.	BLOCK
BM	BENCHMARK
BSMT.	BASEMENT
C	CURVE
C.B.	CONCRETE BLOCK
C.L.F.	CHAIN LINK FENCE
C.O.	CLEAN OUT
C.V.G.	CONCRETE VALLEY GUTTER
C/L	CENTER LINE
C/P	COVERED PORCH
C/S	CONCRETE SLAB
CATV	CABLE TV RISER
CH	CHORD BEARING
CHIM.	CHIMNEY
CONC.	CONCRETE
COR.	CORNER
CS/W	CONCRETE SIDEWALK
D.F.	DRAIN FIELD
D.H.	DRILL HOLE
D/W	DRIVEWAY
E.O.W.	EDGE OF WATER
ELEV.	ELEVATION
EM	ELECTRIC METER
ENCL.	ENCLOSURE
ENT.	ENTRANCE
EUB	ELECTRIC UTILITY BOX
F.F.	FINISHED FLOOR
F.O.P.	EDGE OF PAVEMENT
F/DH	FOUND DRILL HOLE
FCM	FND. CONCRETE MONUMENT
FIP	FOUND IRON PIPE
FIPC	FOUND IRON PIPE & CAP
FIR	FOUND IRON ROD
FIRC	FOUND IRON ROD & CAP
FN	FOUND NAIL
FN&D	FOUND NAIL AND DISC
FND.	FOUND
FPKN	FOUND PARKER-KALON NAIL
FPKN&D	FOUND PK NAIL & DISC
FRRSPK	FOUND RAILROAD SPIKE
GAR.	GARAGE
GM	GAS METER
ID.	IDENTIFICATION
ILL.	ILLEGIBLE
INST.	INSTRUMENT
INT.	INTERSECTION
L	LENGTH
LB#	LICENSE # - BUSINESS
LS#	LICENSE # - SURVEYOR
M.B.	MAP BOOK
M.E.S.	MITERED END SECTION
M.F.	METAL FENCE
MES	MITERED END SECTION
MH	MANHOLE
N.R.	NON RADIAL
N.T.S.	NOT TO SCALE
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988
NGVD29	NATIONAL GEODETIC VERTICAL DATUM OF 1929
O.C.S.	ON CONCRETE SLAB
O.G.	ON GROUND
O.R.B	OFFICIAL RECORD BOOK
O.R.V.	OFFICIAL RECORD VOLUME
O/A	OVERALL
O/S	OFFSET
OFF	OUTSIDE OF SUBJECT PARCEL
OH.	OVERHANG
OHL	OVERHEAD LINES
ON	INSIDE OF SUBJECT PARCEL
P.B.	PLAT BOOK
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND
P.C.P.	CURVATURE PERMANENT CONTROL POINT
P.I.	POINT OF INTERSECTION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.P.	PINCHED PIPE
P.R.C.	POINT OF REVERSE CURVATURE
P.R.M.	PERMANENT REFERENCE MONUMENT
P.T.	POINT OF TANGENCY
P/E	POOL EQUIPMENT
PG.	PAGE
PLS	PROFESSIONAL LAND SURVEYOR
PLT	PLANTER
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R	RADIUS or RADIAL
R.P.	RADIUS POINT
R/W	RIGHT OF WAY
RES.	RESIDENCE
RGE.	RANGE
S.B.L.	SET BACK LINE
S.C.L.	SURVEY CLOSURE LINE
S.T.L.	SURVEY TIE LINE
S.W.	SEAWALL
S/GD	SET GLUE DISC
S/W	SIDEWALK
SCR.	SCREEN
SEC.	SECTION
SEP.	SEPTIC TANK
SEW.	SEWER
SIRC	SET IRON ROD & CAP
SN&D	SET NAIL & DISC
SQ.FT.	SQUARE FEET
STY.	STORY
SV	SEWER VALVE
T.O.B.	TOP OF BANK
TBM	TEMPORARY BENCHMARK
TEL.	TELEPHONE FACILITIES
TWP.	TOWNSHIP
TX	TRANSFORMER
TYP.	TYPICAL
U.R.	UTILITY RISER
UG	UNDERGROUND
UR	UTILITY RISER
V.F.	VINYL FENCE
W.F.	WOODEN FENCE
W/C	WITNESS CORNER
W/F	WATER FILTER
WM	WATER METER/VALVE BOX
WV	WATER VALVE

A.E.	ACCESS EASEMENT
AN.E.	ANCHOR EASEMENT
C.M.E.	CANAL MAINTENANCE ESMT.
C.U.E.	COUNTY UTILITY ESMT.
D.E.	DRAINAGE EASEMENT
D.U.E.	DRAINAGE AND UTILITY ESMT.
ESMT.	EASEMENT
I.E./E.E.	INGRESS/EGRESS ESMT.
IRR.E.	IRRIGATION EASEMENT
L.A.E.	LIMITED ACCESS ESMT.
L.B.E.	LANDSCAPE BUFFER ESMT.
L.E.	LANDSCAPE ESMT.
L.M.E.	LAKE OR LANDSCAPE MAINTENANCE EASEMENT
M.E.	MAINTENANCE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.E.	ROOF OVERHANG ESMT.
S.W.E.	SIDEWALK EASEMENT
S.W.M.E.	STORM WATER MANAGEMENT EASEMENT
T.U.E.	TECHNOLOGICAL UTILITY ESMT.
U.E.	UTILITY EASEMENT

GOLDCOAST
DEVELOPERS OF FLORIDA

To Whom It May Concern:

Gold Coast Developers of Florida, LLC, invites interested community members to a courtesy meeting regarding our proposed real estate development located at Canaveral Avenue, Titusville, Florida, Parcel ID: 22-35-03-03-26-7. We intend to file the following applications with the City Building Department under SSA#1-2026 & REZ#2-2026. Also known as PZ26-0016 and PZ26-0002:

- Small Scale Amendment - SSA#1-2026
- Rezoning - REZ#2-2026

Meeting Details:
Date: Tuesday, February 10th, 2026
Time: 9:00 AM
Location: North Brevard Senior Center, 909 Lane Avenue, Titusville, FL 32870

Purpose: To provide an overview of the proposal and receive community feedback before formal submission. We intend to change the future land use of the property to UMU, as well as rezone it to UMU, with the intention of developing a small multifamily property in keeping with the existing surrounding property.

Sincerely,

Joshua Wilson
Project Manager
Gold Coast Developers of Florida LLC

GOLDCOAST
DEVELOPERS OF FLORIDA

Community Meeting Report:

The meeting began at 9:02am. Two members of the community were present and voiced their curiosity and concerns with the project. Beverly Brown, owner of 510 Canaveral Ave, and Toni Shifalo, owner of 715 Tropic Street. Toni mentioned her participation in the Historic Preservation and Concerned Citizens Councils and voiced concerns about building compatibility with the neighborhood, honoring its “rhythm” as she put it. She wanted to make sure that we aren't putting mega mansions or high rises next to single family residential.

We informed them that our goal was simply to get out in front of the City’s UMU — Urban Mixed Use, comprehensive plan and rezoning changes that were proposed by the Titusville Tomorrow Project. We wanted to offer a product that participated in the city’s planned direction for the community. However, we since learned that like many other local initiatives statewide, adoption was blocked by the state labeling these efforts as “restrictive zoning.” We shared with both individuals that in working with the building department we decided to abandon the pursuit of the UMU designation and proceed with the building departments recommendation of R-3 Rezoning while changing the lots FLU to HDR.

We showed them how the lot dimensions paired with the zoning regulations of R-3 prohibited us from building “mega mansions” or apartment structures on the parcel, and how we would be limited to two dwelling units and able to build a duplex. We reviewed the plan that we are building at 470 & 480 Robbins Ave, in Titusville and this was sufficient and agreeable. To the concern of safety, we shared our commitment to investing in the community throughout the years where others have not. We see value in servicing it’s current and future residents, and new construction provides beautification to an otherwise blighted area, increases the tax base which is able to fund initiatives like repairing and replacing street lights, safety patrols and more.

Lastly, with respect to the final concern of absentee owners, we shared our active management of a portfolio of properties in the area as rentals. We spoke to our continued investment in the area through various new construction projects and our team members being available to respond to the needs of our renters and community members, to ensure proper maintenance and upkeep and maintain stabilization of the assets we produce in the communities we invest in.

We had a productive dialogue resulting in a shared understanding of our development goals and the site’s limitations, and the support for the project by the members in attendance. The meeting concluded at 11am.

Sincerely,

Joshua Wilson
Project Manager
Gold Coast Developers of Florida LLC

ORDINANCE NO. XX-2026

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING ORDINANCE NO. 60-1988, WHICH ADOPTED THE COMPREHENSIVE PLAN OF THE CITY OF TITUSVILLE, BY AMENDING THE FUTURE LAND USE DESIGNATION ON PROPERTY LOCATED ALONG CANAVERAL AVENUE, LOCATED SOUTH OF PINE STREET AND NORTH OF PALMETTO STREET, FROM MEDIUM DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL ON 0.16+/- ACRES OF PROPERTY HAVING PARCEL ID NO. 22-35-03-03-26-7; PROVIDING FOR SEVERABILITY; REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Titusville, pursuant to Chapter 163, Florida Statutes, desires to amend its Comprehensive Plan adopted by Ordinance No. 60-1988; and

WHEREAS, a first and second public hearing has been held on the Comprehensive Plan amendments before the Local Planning Agency and the local governing body; and

WHEREAS, the City of Titusville finds that said Comprehensive Plan Amendment has been processed in accordance with the applicable law and desires to amend the Comprehensive Plan.

BE IT ENACTED BY THE CITY OF TITUSVILLE, FLORIDA:

SECTION 1. RECITALS. The foregoing recitals are deemed true and correct and are hereby adopted and incorporated herein by this reference.

SECTION 2. The City of Titusville's Comprehensive Plan is hereby amended by adopting Small Scale Comprehensive Plan Amendment No. 1-2026 which amends the City of Titusville's Future Land Use Map by changing the land use designation on property located along Canaveral Avenue, located south of Pine Street and north of Palmetto Street, from Medium Density Residential to High Density Residential on 0.16+/- acres of property having Parcel ID No. 22-35-03-03-26-7; as described in Exhibit A.

SECTION 3. SEVERABILITY. If any provisions of this Ordinance are 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 4. 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 5. EFFECTIVE DATE. This Ordinance shall take effect 31 days after adoption pursuant to Section 163.3187(5)(c), Florida Statutes.

PASSED AND ADOPTED this ___ day of _____ 2026.

_____

Andrew Connors, Mayor

ATTEST:

_____

Wanda F. Wells, City Clerk

Exhibit A

LEGAL DESCRIPTION:

Lot 7, Block 26, Plat of Titusville, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 8 through 10, inclusive, of the Public Records of Brevard County, Florida

ORDINANCE NO. XX-2026

AN ORDINANCE AMENDING ORDINANCE NO. 5-1993 OF THE CITY OF TITUSVILLE, FLORIDA, BY AMENDING THE ZONING MAP MADE A PART OF SAID ORDINANCE BY REFERENCE BY CHANGING THE ZONING CLASSIFICATION ON PROPERTY LOCATED ALONG CANAVERAL AVENUE, LOCATED SOUTH OF PINE STREET AND NORTH OF PALMETTO STREET, FROM THE SINGLE-FAMILY HIGH DENSITY (R-1C) TO THE MULTIFAMILY HIGH DENSITY RESIDENTIAL (R-3) ZONING DISTRICT ON 0.16+/- ACRES OF PROPERTY HAVING PARCEL ID NO. 22-35-03-03-26-7; PROVIDING FOR SEVERABILITY; REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Titusville received an application for a rezoning from certain property owners; and

WHEREAS, a first and second public hearing has been held on the rezoning before the Local Planning Agency and the local governing body and after considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, the City Council of the City of Titusville hereby finds the requested change consistent with the Comprehensive Plan and that sufficient competent and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City of Titusville finds that said rezoning has been processed in accordance with the applicable law and desires to amend its Zoning Map to change the zoning designation on said property; and

WHEREAS, the City Council of the City of Titusville desires to amend its Zoning Map.

BE IT ENACTED BY THE CITY OF TITUSVILLE, FLORIDA:

SECTION 1. RECITALS. The foregoing recitals are deemed true and correct and are hereby adopted and incorporated herein by this reference.

SECTION 2. Ordinance No. 5-1993 is hereby amended by amending the Zoning Map of the City of Titusville, made a part of said Ordinance by reference, by designating the following property described in Exhibit A presently zoned Single-Family High Density (R-1C) to Multifamily High Density Residential (R-3), as approved by City Council.

SECTION 3. This ordinance shall take effect simultaneously with the effective date of Small-Scale Amendment (SSA) No. 1-2026 contained in Ordinance XX-2026.

SECTION 4. 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 5. 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 6. INCORPORATION INTO 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.

PASSED AND ADOPTED this _____ day of _____ 2026.

_____

Andrew Connors, Mayor

ATTEST:

_____

Wanda F. Wells, City Clerk

Exhibit A

LEGAL DESCRIPTION:

Lot 7, Block 26, Plat of Titusville, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 8 through 10, inclusive, of the Public Records of Brevard County, Florida

Aerial 2025

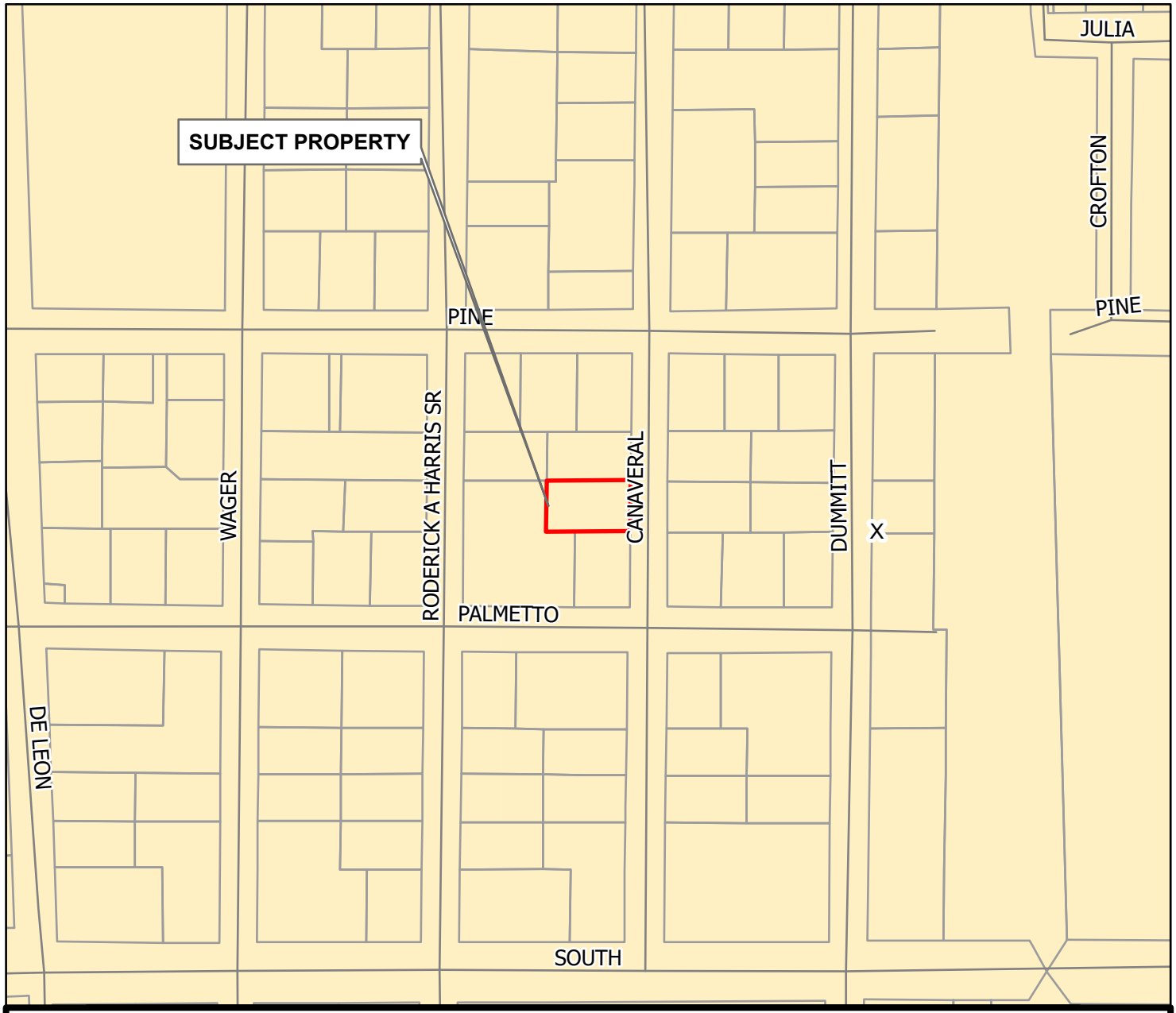
SSA #1-2026

0 120 240 480 Feet

Community Development Department

Aerial photography provided by the Brevard County Property Appraiser's Office

5/22/2026



FEMA FLOOD HAZARD AREAS

SSA #1-2026

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

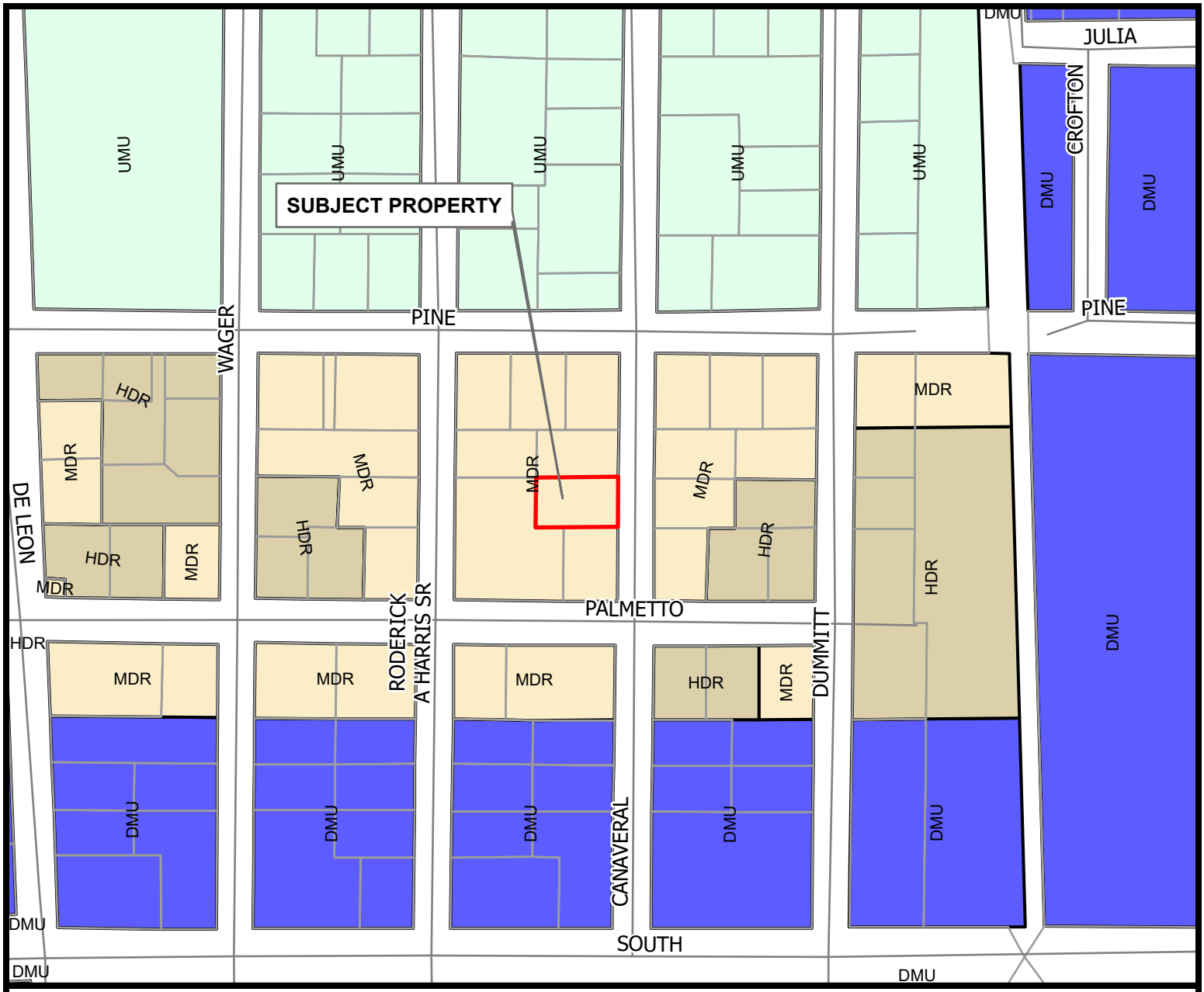
0 100 200 400 Feet

Community Development Department

Source: FEMA FHA Update, 01/29/2021

5/22/2026

G:\GIS_Share\Planning Templates\ArcPro\PlanningMaps\PlanningMaps.aprx



LOCATION OF PROPERTY & 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

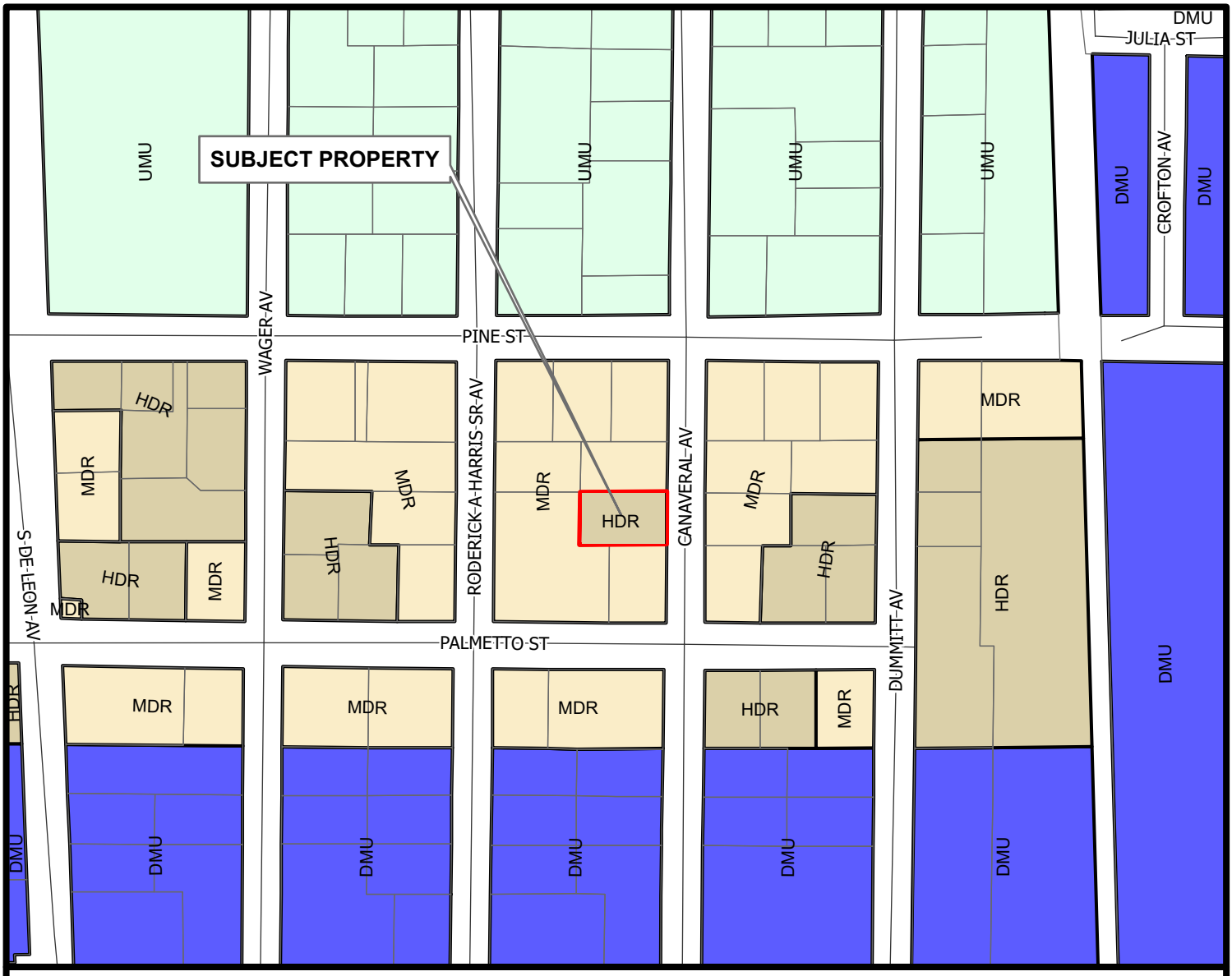
0 95 190 380 Feet

street

Subject

Community Development Department

5/22/2026



PROPOSED 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
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		LDR	LOW-DENSITY RESIDENTIAL	RES-1	RESIDENTIAL-1	US1	US-1 CORRIDOR

Subject

Local Roads

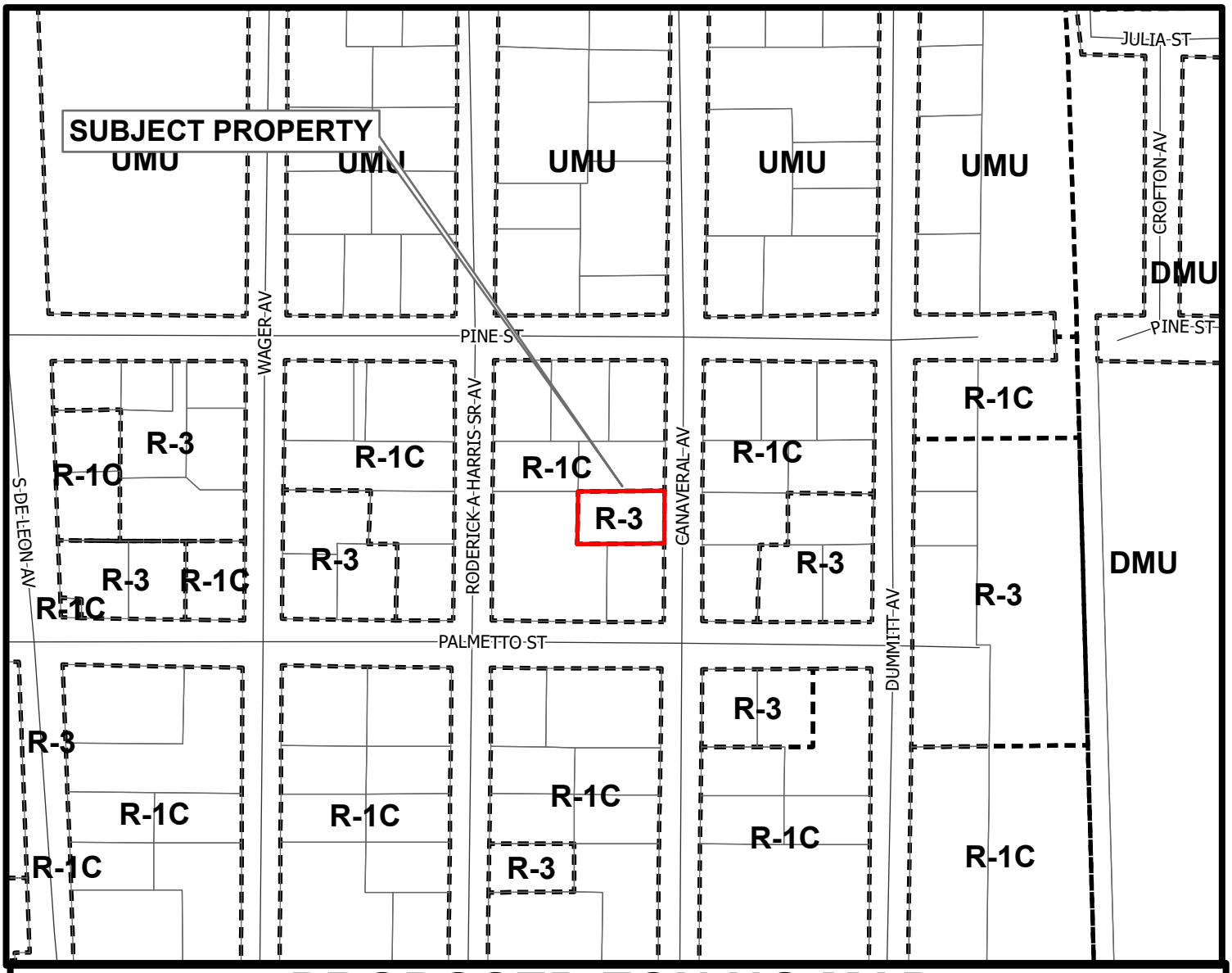
N W E S

TITUSVILLE, FLORIDA FOUNDED 1867

0 100 200 400 Feet

Community Development Department

5/22/2026



PROPOSED 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

Parcels

Local Roads

Subject

Zoning

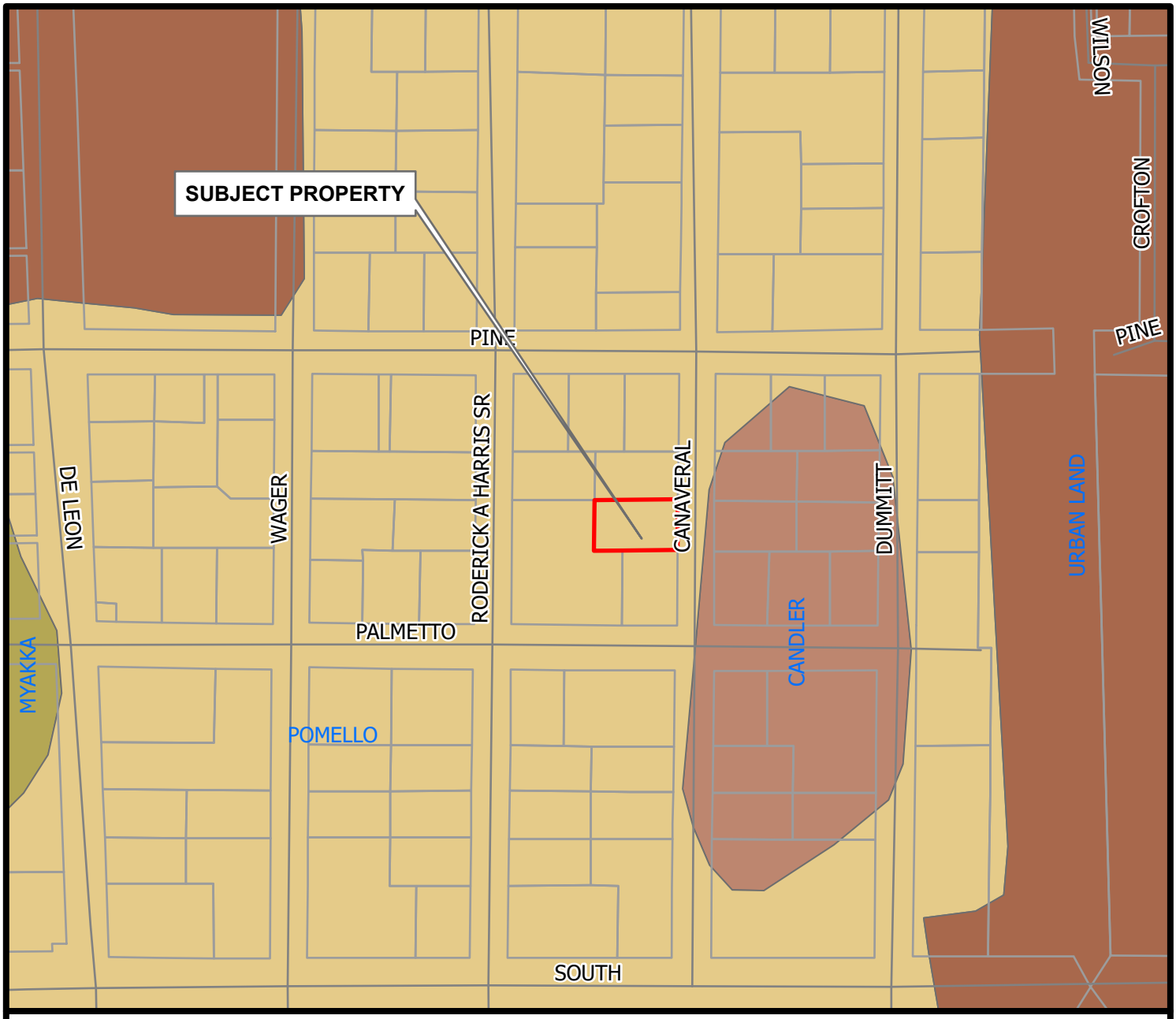
N W E S

TITUSVILLE, FLORIDA FOUNDED 1867

0 150 300 600 Feet

Community Development Department

5/22/2026



SOILS IN THE VICINITY OF SUBJECT PROPERTY
SSA #1-2026

- CANDLER
- MYAKKA
- POMELLO
- URBAN LAND

N
W E
S

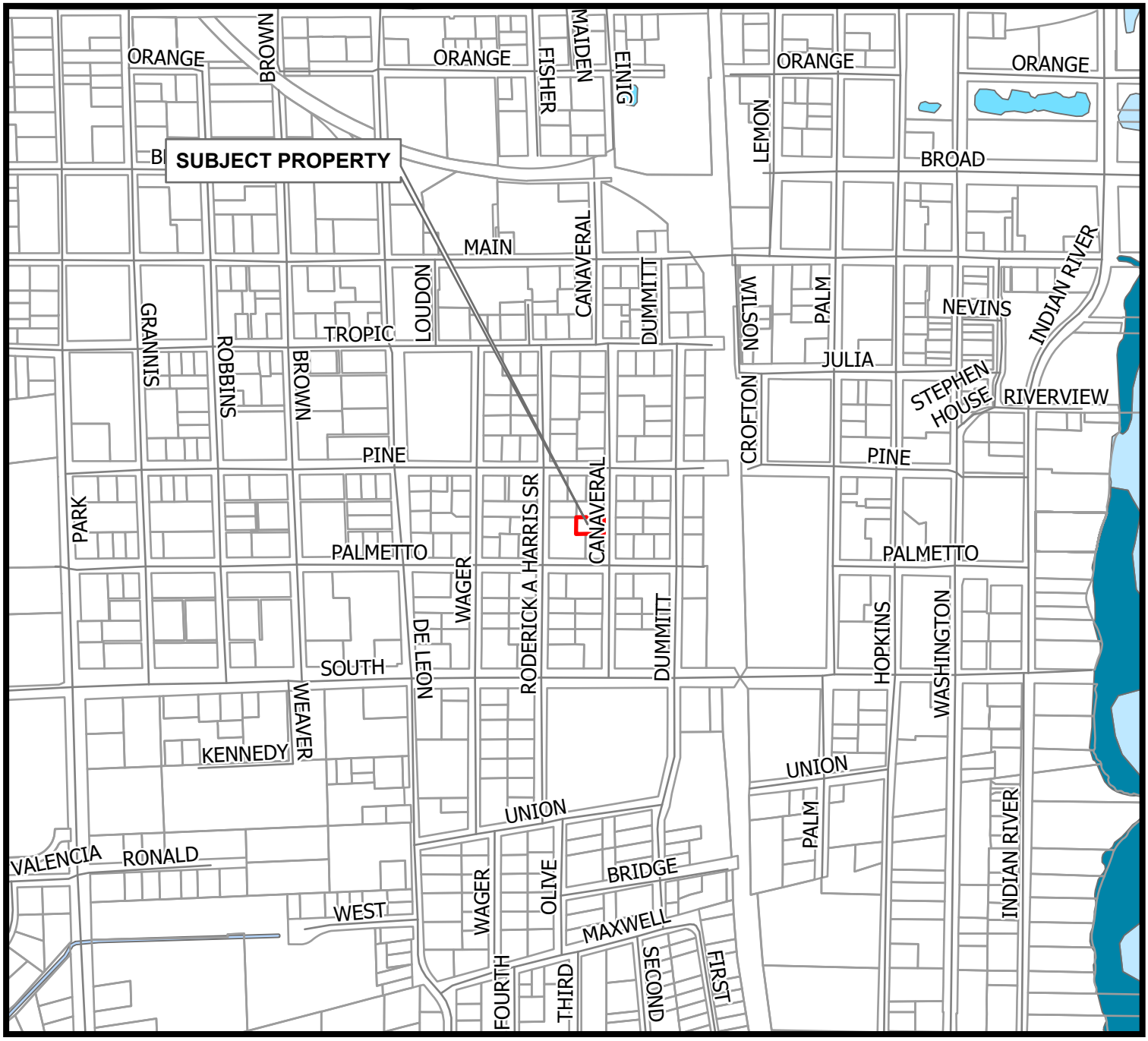
0 100 200 400 Feet

Community Development Department

5/22/2026

Soils data source: The U.S. Department of Agriculture, Natural Resources Conservation Service. (2024)

Document Path: G:\GIS_Share\Planning Templates\ArcPro\PlanningMaps\PlanningMaps.aprx



WETLANDS IN VICINITY OF PROPERTY

SSA #1-2026

N
W
E
S
TITUSVILLE, FLORIDA
FOUNDED 1867

WETLAND_TY

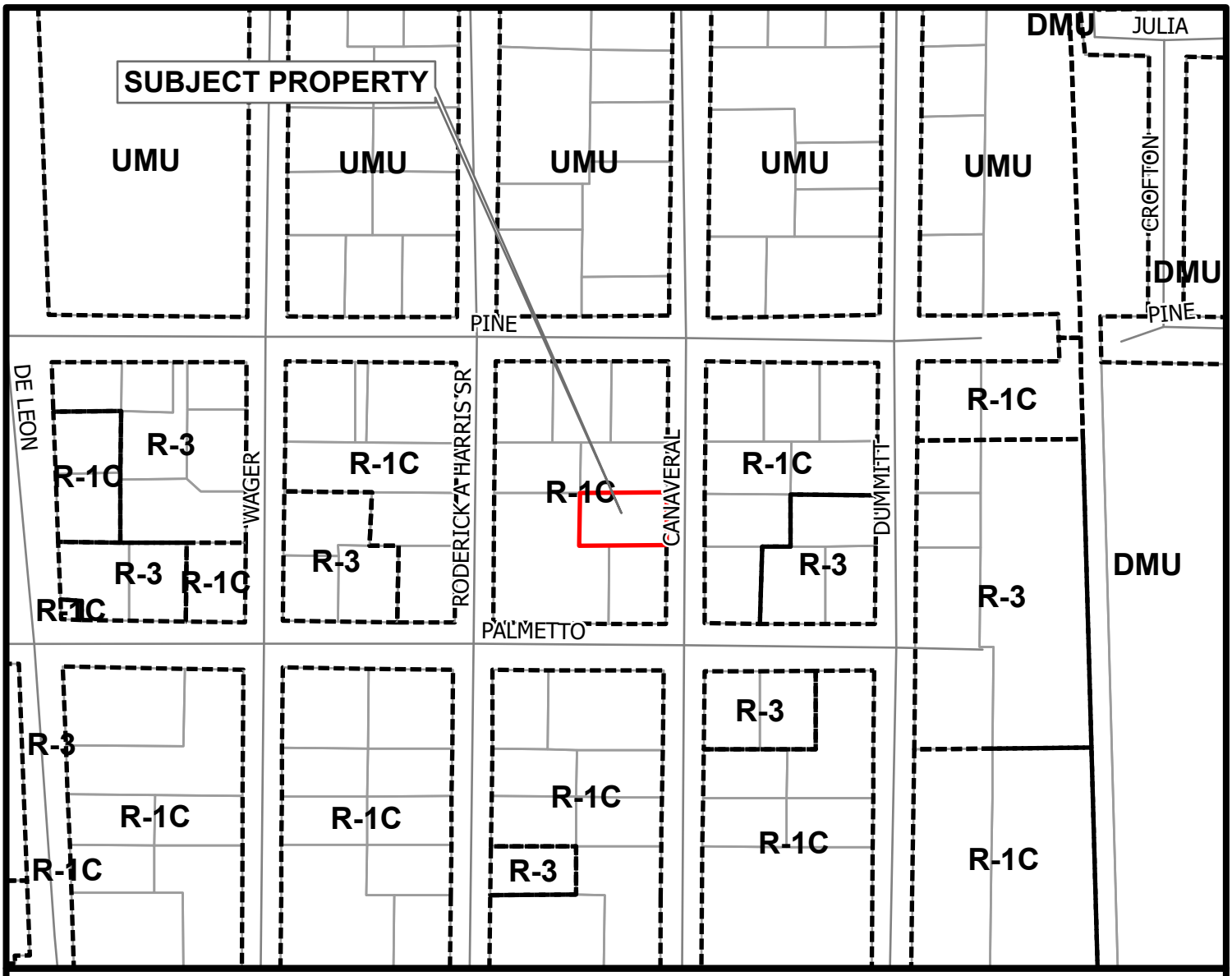
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Riverine

5/22/2026

Scale:1:7,000

Community Development Department
Source: USFWS NWI (2025)

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.



ZONING MAP

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IRCN-C	INDIAN RIVER CITY NEIGHBORHOOD COMMERCIAL

N
W E
S

TITUSVILLE, FLORIDA
FOUNDED 1867

Base Map

City Limits

Zoning

Subject

SSA #1-2026

0 100 200 400 Feet

Community Development Department

5/22/2026

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 BY AMENDING ORDINANCE NO. 60-1988, WHICH ADOPTED THE COMPREHENSIVE PLAN OF THE CITY OF TITUSVILLE, BY AMENDING THE FUTURE LAND USE DESIGNATION ON PROPERTY LOCATED ALONG CANAVERAL AVENUE, LOCATED SOUTH OF PINE STREET AND NORTH OF PALMETTO STREET, FROM MEDIUM DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL ON 0.16+/- ACRES OF PROPERTY HAVING PARCEL ID NO. 22-35-03-03-26-7; PROVIDING FOR SEVERABILITY; REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR 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;
    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;

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

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):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Titusville, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City of Titusville regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

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

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of Titusville staff solicited comments from businesses in the City of Titusville as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of Titusville website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*]

City of Titusville, Florida
Business Impact Estimate

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Reviewed
6-25-26
PT.

Ad#12424226 06/25/2026

CITY OF TITUSVILLE, FLORIDA
NOTICE OF PROPOSED ENACTMENT OF TITUSVILLE CITY ORDINANCES AND PUBLIC HEARINGS WITH RESPECT THERETO

PLEASE TAKE NOTICE that the City Council of the City of Titusville will hold public hearings on **Tuesday, August 11, 2026**, at a meeting commencing at **6:30 p.m.**, in the Council Chamber on the second floor of City Hall, 555 South Washington Avenue, Titusville, Florida 32796, to hear interested persons with regard to **Small Scale Amendment Application No. 1-2026** – proposing amending the future land use designation from Medium Density Residential to High Density Residential and amending the zoning district from Single-Family High Density (R-1C) to Multifamily High Density Residential (R-3) zoning, on 0.16+/- acres of property, located along Canaveral Avenue, located south of Pine Street and north of Palmetto Street, (Brevard County Parcel ID No. 22-35-03-03-26-7) as submitted by Jeremiah Ofori, representing the owner, Gold Coast Developers of Florida, LLC. At the same meeting, the City Council proposes to enact the following ordinances for adoption:

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING ORDINANCE NO. 60-1988, WHICH ADOPTED THE COMPREHENSIVE PLAN OF THE CITY OF TITUSVILLE, BY AMENDING THE FUTURE LAND USE DESIGNATION ON PROPERTY LOCATED ALONG CANAVERAL AVENUE, LOCATED SOUTH OF PINE STREET AND NORTH OF PALMETTO STREET, FROM MEDIUM DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL ON 0.16+/- ACRES OF PROPERTY HAVING PARCEL ID NO. 22-35-03-03-26-7; PROVIDING FOR SEVERABILITY; REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE AMENDING ORDINANCE NO. 5-1993 OF THE CITY OF TITUSVILLE, FLORIDA, BY AMENDING THE ZONING MAP MADE A PART OF SAID ORDINANCE BY REFERENCE BY CHANGING THE ZONING CLASSIFICATION ON PROPERTY LOCATED ALONG CANAVERAL AVENUE, LOCATED SOUTH OF PINE STREET AND NORTH OF PALMETTO STREET, FROM THE SINGLE-FAMILY HIGH DENSITY (R-1C) TO THE MULTI-FAMILY HIGH DENSITY RESIDENTIAL (R-3) ZONING DISTRICT ON 0.16+/- ACRES OF PROPERTY HAVING PARCEL ID NO. 22-35-03-03-26-7; PROVIDING FOR SEVERABILITY; REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

PLEASE ALSO TAKE NOTICE that on **Wednesday, July 8, 2026**, at a meeting commencing at **6:00 p.m.**, the Planning and Zoning Commission, acting as the Local Planning Agency, will hold public hearings to hear interested persons with regard to these matters and the proposed aforementioned application and ordinances for recommendation to the City Council. These meetings and the public hearings will be held in the Council Chamber, on the second floor of City Hall, 555 S. Washington Avenue, Titusville, FL 32796.

The proposed application and ordinances may be inspected by the public in the City of Titusville Planning Department 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 application and ordinances. These matters are subject to the quasi-judicial rules of procedure.

Any person who decides to appeal any decision of the City Council or the Planning and Zoning Commission, acting as Local Planning Agency, 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

Public Notices

Reviewed
6-25-2026
PT.

Originally published at floridatoday.com on 06/25/2026

Ad#12424226 06/25/2026
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Verified PT

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The proposed application and ordinances may be inspected by the public in the City of Titusville Planning Department 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 application and ordinances. These matters are subject to the quasi-judicial rules of procedure.

Any person who decides to appeal any decision of the City Council or the Planning and Zoning Commission, acting as Local Planning Agency, 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

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Administrative Approval of Plats and Replats Ordinance**

Department/Office: Community Development

Recommended Action:

Conduct the First Reading of Ordinance No. 19-2026 amending the Plat procedures in the Land Development Regulations consistent with Chapter 2025-164 Laws of Florida.

Ordinance No. 19-2026, an ordinance of the City of Titusville, Florida, amending the Code of Ordinances to create procedures for the administrative approval of preliminary and final plats, amending Sections 31-31, “Powers and Duties”, 34-8 “Public Hearing Approvals Required”, 34-151, “Procedure”, 34-172, “Procedure”, 34-173, “Required Exhibits”, 34-179, “Final Plat”, 34-180, “Recording of Final Plat Required”, 34-182, “Improvements Required to be Installed”, 34-201 “Recording of Final Plat Required”, and Development Review Procedures Technical Manual, Sections 11 “Preliminary Plat” and 13 “Final Plat”; providing for severability, repeal of conflicting ordinances, incorporation into the code, and an effective date. (This is a legislative item.)

At their regular meeting on July 22, 2026, the Planning and Zoning Commission recommended approval, 7-0, of the ordinance with the following changes: (1) Not remove review of the Preliminary Plat or Plan being reviewed by the Planning and Zoning Commission and City Council and (2) To remove review of the restrictions and covenants of subdivisions from the administrator and/or City Council.

Summary Explanation & Background:

Chapter 2025-164 of the Laws of Florida amends Section 177.041, Fla. Stat. in connection with how local governments review and approve plats. Specifically, the bill requires local governments to review, process, and approve plats or replat submittals without action or approval by the governing body through an administrative authority and official designated by ordinance. The administrative authority must be a department, division, or other agency of the local government, and includes an administrative officer or employee which may be a city administrator or manager, or assistant or deputy thereto, or other high-ranking city department or division director with direct or indirect oversight responsibility for the local government’s land development, housing, utilities, or public works programs. The effective date of the new law was July 1, 2025. Enclosed for review is Chapter 2025-164 and the Senate Bill

Analysis report.

Alternatives:

1. Conduct the first reading of the ordinance as written.
2. Conduct the first reading of the ordinance with changes.
3. Do not conduct the first reading of the ordinance.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. SB784 2025 Analysis
2. Chapter 2025-164
3. Administrative Plat Ord Ver16

The Florida Senate

BILL ANALYSIS AND FISCAL IMPACT STATEMENT

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Rules

BILL:	CS/CS/CS/SB 784
INTRODUCER:	Rules Committee; Judiciary Committee; Community Affairs Committee and Senator Ingoglia
SUBJECT:	Platting
DATE:	April 9, 2025
REVISED:	

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	Hackett	Fleming	CA	**Fav/CS**
2.	Collazo	Cibula	JU	**Fav/CS**
3.	Hackett	Yeatman	RC	**Fav/CS**

Please see Section IX. for Additional Information:

COMMITTEE SUBSTITUTE - Substantial Changes

I. Summary:

CS/CS/CS/SB 784 amends state law in connection with how local governments review and approve plats. The bill requires local governments to review and approve plat and replat submittals administratively through a designated authority, and provides parameters on the administrative review process.

The bill takes effect July 1, 2025.

II. Present Situation:

Platting

In Florida law, a "plat" is a map or delineated representation of the subdivision of lands. It is a complete and exact representation of the subdivision and other information, in compliance with state law and any local ordinances.[1] Generally, platting is required whenever a developer wishes to subdivide a large piece of property into smaller parcels and tracts. These smaller areas become the residential lots, streets, and parks of a new residential subdivision.[2]

[1] Section 177.031(14), F.S.

[2] Harry W. Carls, Florida Condo & HOA Law Blog, *Why is a Plat so Important?* (May 17, 2018), https://www.floridacondohoalawblog.com/2018/05/17/why-is-a-plat-so-important/.

State law establishes consistent minimum requirements for the platting of lands but also authorizes local governments to regulate and control platting.[3] Prior to local government approval, the plat must be reviewed for conformity with state and local law and sealed by a professional surveyor and mapper employed by the local government.[4]

Before recording a plat, it must be approved by the appropriate local government, and evidence of the approval must be placed on the plat. If the plat is not approved, the local government must return the plat to the professional surveyor and mapper or the legal entity offering the plat for recordation.[5]

Jurisdiction over plat review and approval is as follows:

- When the plat to be submitted for approval is located entirely within the boundaries of a municipality, the governing body of the municipality has exclusive jurisdiction to approve the plat.
- When the plat lies entirely within the unincorporated areas of a county, the governing body of the county has exclusive jurisdiction to approve the plat.
- When the plat lies within the boundaries of more than one governing body, two plats must be prepared and each governing body has exclusive jurisdiction to approve the plat within its own boundaries, unless both governing bodies having jurisdiction agree that one plat is acceptable.[6]

To be recorded, every subdivision plat must include, in addition to other information required by statute, the following information:

- The name of the plat in bold legible letters. Each sheet of the plat must show the name of the subdivision, the professional surveyor and mapper or legal entity, and street and mailing address information.[7]
- The section, township, and range immediately under the name of the plat on each sheet included, along with the name of the city, town, village, county, and state in which the land being platted is situated.[8]
- The dedications and approvals prepared by the surveyor and mapper and the local government, as well as the circuit court clerk's certificate and the professional surveyor and mapper's seal and statement.[9]
- All section lines and quarter section lines occurring within the subdivision. If the description is by metes and bounds, all information called for, such as the point of commencement, course bearings and distances, and the point of beginning. If the platted lands are in a land grant or are not included in the subdivision of government surveys, then the boundaries must be defined by metes and bounds and courses.[10]
- The location, width, and names of all streets, waterways, or other rights-of-way.[11]

[3] Section 177.011, F.S.
[4] Section 177.081(1), F.S.
[5] Section 177.071(1) F.S.
[6] *Id.*
[7] Section 177.091(5), F.S.
[8] Section 177.091(10), F.S.
[9] Section 177.091(12)-(13), F.S.
[10] Section 177.091(14), F.S.
[11] Section 177.091(15), F.S.

- The location and width of proposed easements and existing easements identified in the title opinion or property information report. All easements and their intended uses must be shown on the face of the plat or indicated in the notes or legend.[12]
- All lots numbered either by progressive numbers or, if in blocks, progressively numbered in each block. Blocks must also be progressively numbered or lettered, except that blocks in numbered additions bearing the same name may be numbered consecutively throughout the several additions.[13]
- The survey data needed to positively describe the bounds of every lot, block, street easement, and all other areas shown on the plat.[14]
- All designated park and recreation parcels.[15]
- All interior parcels excepted from the plat, clearly indicated and labeled as "Not a part of this plat."[16]
- The purpose of all dedicated areas, clearly indicated or stated on the plat.[17]
- All platted utility easements, which must provide that such easements are also easements for the construction, installation, maintenance, and operation of cable television services; however, the construction, installation, maintenance, and operation of cable television services may not interfere with the facilities and services of an electric, telephone, gas, or other public utility.[18]

III. Effect of Proposed Changes:

The bill amends s. 177.071, F.S., in connection with how local governments review and approve plats.

Specifically, the bill requires local governments to review, process, and approve plats or replat submittals without action or approval by the governing body through an administrative authority and official designated by ordinance.

The administrative authority must be a department, division, or other agency of the local government, and includes an administrative officer or employee which may be a county or city administrator or manager, or assistant or deputy thereto, or other high-ranking county or city department or division director with direct or indirect oversight responsibility for the local government's land development, housing, utilities, or public works programs.

Under the bill, the authority must provide written notice in response to a submittal within seven days acknowledging receipt, identifying any missing documents or information required, and providing information regarding the approval process including requirements and timeframes.

Unless the applicant requests an extension, the authority must approve, approve with conditions, or deny the submittal within the timeframe identified in the initial written notice. A denial must

[12] Section 177.091(16), F.S.
[13] Section 177.091(18), F.S.
[14] Section 177.091(19), F.S.
[15] Section 177.091(23), F.S.
[16] Section 177.091(24), F.S.
[17] Section 177.091(25), F.S.
[18] Section 177.091(28), F.S.

be accompanied by an explanation of why the submittal was denied, specifically citing unmet requirements. The authority or local government may not request or require an extension of time.

The bill takes effect July 1, 2025.

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

None.

B. Public Records/Open Meetings Issues:

None.

C. Trust Funds Restrictions:

None.

D. State Tax or Fee Increases:

None.

E. Other Constitutional Issues:

None.

V. Fiscal Impact Statement:

A. Tax/Fee Issues:

None.

B. Private Sector Impact:

The bill may reduce carrying costs for those relying on a local government to process applications relating to real property development before a parcel can be sold.

C. Government Sector Impact:

Local governments that are not currently reviewing and approving plats within the timeframes in the bill may incur additional costs to expedite their activities.

VI. Technical Deficiencies:

None.

VII. Related Issues:

None.

VIII. Statutes Affected:

This bill amends section 177.071 of the Florida Statutes.

IX. Additional Information:

A. Committee Substitute – Statement of Substantial Changes:
(Summarizing differences between the Committee Substitute and the prior version of the bill.)

CS/CS/CS by Rules on April 8, 2025:
The committee substitute revises the mechanism of plat or replat approval in the bill to require that a local government designate an administrative authority responsible for the approval process. The authority must accept plat or replat submittals, respond within 7 days with a written notice including any outstanding required documentation and an outline of the procedures and timeline leading to approval, and ultimately approve, approve with conditions, or deny the submittal based on its compliance with law.

CS/CS by Judiciary on April 1, 2025:
The committee substitute eliminates the section of the bill authorizing applicants to engage a private provider of street and mailing address and individual parcel identification number information, if that information is not issued within 2 weeks by the local government. The section also would have prohibited the governing body of the local government from collecting an addressing fee if it had failed to issue addresses and parcel identification numbers within the required timeframes.

CS by Community Affairs on March 17, 2025:
The committee substitute:
- Provides that, as opposed to reduction in fees, the failure to issue street and mailing addresses and parcel identification numbers will entitle the applicant to engage a private provider to create the required information.
- Requires plat and replat submittals be approved administratively and provides associated timeframes for which local governments must approve or deny such submissions, or specify non-compliance.

B. Amendments:

None.

This Senate Bill Analysis does not reflect the intent or official position of the bill's introducer or the Florida Senate.

CHAPTER 2025-164

Committee Substitute for Committee Substitute for Committee Substitute for Senate Bill No. 784

An act relating to platting; amending s. 177.071, F.S.; requiring that certain plat or replat submittals be administratively approved with no further action by certain entities under certain circumstances; requiring the governing body of such county or municipality to designate an administrative authority to receive, review, and process plat or replat submittals; providing requirements for such designation; defining the term "administrative authority"; requiring the administrative authority to submit a certain notice to an applicant; providing requirements for such notice; requiring the administrative authority to approve, approve with conditions, or deny a plat or replat submittal in accordance with the timeframe in the initial written notice to the applicant; requiring the administrative authority to notify the applicant in writing if it declines to approve a plat or replat submittal; requiring that the written notification contain the reasons for denial and other information; prohibiting the administrative authority or other official, employee, agent, or designee from requesting or requiring that the applicant request an extension of time; amending s. 177.111, F.S.; conforming provisions to changes made by the act; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 177.071, Florida Statutes, is amended to read:

177.071 Administrative approval of plats ~~plat~~ by designated county or municipal official ~~governing bodies~~.—

(1)(a) A plat or replat submitted under this part must be administratively approved and no further action or approval by the governing body of a county or municipality is required if the plat or replat complies with the requirements of s. 177.091. The governing body of the county or municipality shall designate, by ordinance or resolution, an administrative authority to receive, review, and process the plat or replat submittal, including designating an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat.

(b) As used in this section, the term "administrative authority" means a department, division, or other agency of the county or municipality. For purposes of issuing a final administrative approval of a plat or replat submittal, the term also includes an administrative officer or employee designated by the governing body of a county or municipality, including but not limited to, a county administrator or manager, a city manager, a deputy county administrator or manager, a deputy city manager, an assistant county administrator or manager, an assistant city manager, or other high-ranking county or city department or division director with direct or indirect

oversight responsibility for the county's or municipality's land development, housing, utilities, or public works programs.

(2) Within 7 business days after receipt of a plat or replat submittal, the administrative authority shall provide written notice to the applicant acknowledging receipt of the plat or replat submittal and identifying any missing documents or information necessary to process the plat or replat submittal for compliance with s. 177.091. The written notice must also provide information regarding the plat or replat approval process, including requirements regarding the completeness of the process and applicable timeframes for reviewing, approving, and otherwise processing the plat or replat submittal.

(3) Unless the applicant requests an extension of time, the administrative authority shall approve, approve with conditions, or deny the plat or replat submittal within the timeframe identified in the written notice provided to the applicant under subsection (2). If the administrative authority does not approve the plat or replat, it must notify the applicant in writing of the reasons for declining to approve the submittal. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet. The administrative authority, or an official, an employee, an agent, or a designee of the governing body, may not request or require the applicant to file a written extension of time.

(4)~~(1)~~ Before a plat or replat is offered for recording, it must be administratively approved as required by this section ~~by the appropriate governing body~~, and evidence of such approval must be placed on the plat or replat. If not approved, the governing body must return the plat or replat to the professional surveyor and mapper or the legal entity offering the plat or replat for recordation. For the purposes of this part:

(a) When the plat or replat to be submitted for approval is located wholly within the boundaries of a municipality, the ~~governing body of the~~ municipality has exclusive jurisdiction to approve the plat or replat.

(b) When a plat or replat lies wholly within the unincorporated areas of a county, the ~~governing body of the~~ county has exclusive jurisdiction to approve the plat or replat.

(c) When a plat or replat lies within the boundaries of more than one county, municipality, or both ~~governing body~~, two plats or replats must be prepared and each county or municipality ~~governing body~~ has exclusive jurisdiction to approve the plat or replat within its boundaries, unless each county or municipality with jurisdiction over the plat or replat agrees ~~the governing bodies having said jurisdiction agree~~ that one plat is mutually acceptable.

(5)~~(2)~~ Any provision in a county charter, or in an ordinance of any charter county or consolidated government chartered under s. 6(e), Art. VIII of the

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

State Constitution, which provision is inconsistent with anything contained in this section shall prevail in such charter county or consolidated government to the extent of any such inconsistency.

Section 2. Section 177.111, Florida Statutes, is amended to read:

177.111 Instructions for filing plats ~~plat~~.—After the approval by the appropriate administrative authority ~~governing body~~ required by s. 177.071, the plat or replat must ~~shall~~ be recorded by the circuit court clerk or other recording officer upon submission thereto of such approved plat or replat. The circuit court clerk or other recording officer shall maintain in his or her office a book of the proper size for such papers so that they will ~~shall~~ not be folded, to be kept in the vault. A print or photographic copy must be filed in a similar book and kept in his or her office for the use of the public. The clerk shall make available to the public a full size copy of the record plat or replat at a reasonable fee.

Section 3. This act shall take effect July 1, 2025.

Approved by the Governor June 20, 2025.

Filed in Office Secretary of State June 20, 2025.

ORDINANCE NO. X-2026

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES TO CREATE PROCEDURES FOR THE ADMINISTRATIVE APPROVAL OF PRELIMINARY AND FINAL PLATS, AMENDING SECTIONS 31-31, "POWERS AND DUTIES", 34-8 "PUBLIC HEARING APPROVALS REQUIRED", 34-151, "PROCEDURE", 34-172, "PROCEDURE", 34-173, "REQUIRED EXHIBITS", 34-179, "FINAL PLAT", 34-180, "RECORDING OF FINAL PLAT REQUIRED", 34-182, "IMPROVEMENTS REQUIRED TO BE INSTALLED", 34-201 "RECORDING OF FINAL PLAT REQUIRED", AND DEVELOPMENT REVIEW PROCEDURES TECHNICAL MANUAL, SECTIONS 11 "PRELIMINARY PLAT" AND 13 "FINAL PLAT"; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature enacted Chapter 2025-164, Laws of Florida, effective July 1, 2025, to require that final plats be approved administratively by local governments; and

WHEREAS, the current Titusville Land Development Regulations require City Council approval of all final plats; and

WHEREAS, the Planning and Zoning Commission has reviewed the proposed amendments and made recommendations on the adoption of the amendments; and

WHEREAS, the City Council desires to be in compliance with the Florida Statutes by adopting amendments to Chapter 31 "Agencies and Boards" and Chapter 34 "Procedures" of the Titusville Land Development Regulations.

BE IT ENACTED BY 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 31, "Agencies and Boards", Article III, "The Planning and Zoning Commission", Section 31-31, "Powers and duties", of the Code of Ordinances, City of Titusville is hereby amended to read as follows:

Sec. 31-31. Powers and duties.

(a) The Commission shall act in an advisory capacity to City Council in all matters affecting the Comprehensive Plan and serve as the Local Planning Agency (LPA) pursuant to Section 163.3174, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act.

(b) The Commission shall recommend the study of resources and possibilities, and needs of the City, and shall review and recommend to City Council plans and maps for the systematic future development and betterment of the City and recommend such change(s) as are deemed advisable; and may recommend to the City Council the division of the City into districts or zones or the preparation of maps and plans of same, specifying and governing the height, area, and manner of construction of buildings to be erected, altered, or reconstructed in such zones.

(c) Except where such street is opened, extended, widened, relocated, closed, vacated, or corrected as a result of the approval of a final plat, ~~Before~~ before any new street is opened, or any existing street extended, widened, relocated, closed or vacated, or corrected within

the corporate limits or planning jurisdiction of the City ~~or before any new subdivision within the corporate limits of the City for residence, business or industrial uses is made~~, the person opening, extending, widening, relocating, closing, vacating, or correcting such street ~~or proposing such new subdivision for residence, business, or industrial purposes,~~ shall submit a detailed plan with blueprints and other necessary data to the Commission. It shall be the duty of the Commission to ~~examine~~ carefully examine the plan~~s for such subdivision as regards their nature and purpose, the number, width, character and location of streets and alleys, and the size, material and manner of laying of water and sewer lines,~~ and shall transmit such application with all data to the City Council with its recommendations in writing.

(d) The Commission shall have the duty of recommending the purposes for which buildings and premises therein may be used, and establishing rules governing building lines, and shall submit same to the City Council for its approval, approval with condition, or denial.

(e) Other duties that may be assigned by the City Council in furtherance of its legislative powers and in Chapter 34, Procedures of these ~~[~~Land Development~~]~~ Regulations and the specific needs of the City, including, but not limited to, the following:

(1) Review, recommend amendments to, and monitor the Comprehensive Plan;

(2) Evaluate land development regulations ~~and,~~ codes and technical manuals;

(3) Review and update the land use and zoning designations in the City, including interpretation of boundary lines and applicable areas;

(4) Evaluate rezoning requests and requests for changes in the future land use map/future traffic circulation map;

~~(5) Review proposed subdivisions;~~

(5~~6~~) Interpretation of uses permitted;

(6~~7~~) Review proposed Master Plans;

(7~~8~~) Review plans that affect the shoreline district, the conservation district, the areas of critical concern, and the flood plain areas, as provided for in these ~~[~~Land Development~~]~~ Regulations; and

(8~~9~~) Hear site plan appeals.

(f) In addition to the above, it shall be the duty of each member of the Commission, if funds are made available by the City Council, to:

(1) Attend twoone (2) local, regional, or state planning ~~conference~~conferences during each two (2) years served;

(2) Attend one (1) staff sponsored field trip within the first year of each term served;

(3) Join a planning organization;

(4) Attend one (1) City Council meeting every three (3) months (regardless of funds);

(5) Attend a workshop session conducted by the City staff for orientation of new members and other such workshops that may be called as necessary; and

(6) Familiarize themselves with the Comprehensive Plan and these Land Development Regulations and other sections of the City Code applicable to the Commission.

DRAFT

(g) None of the powers, duties, or prerogatives of the Commission shall be construed to be in any way a limitation upon the duties, powers, ~~and~~ or prerogatives of the City Council, but in every case shall be subordinate and subject to the approval of the City Council.

SECTION 3: That Chapter 34, "Procedures", Article I, "General Provisions", Section 34-8, "Public hearing approvals required", of the Code of Ordinances, ~~of the~~ City of Titusville is hereby amended to read as follows:

Sec. 34-8. Public hearing approvals required.

(a) The following actions require the approval of City Council after review and recommendation by the Planning and Zoning Commission and approval from the Community Redevelopment Agency when required:

(1) Annexations;

(2) Amendments to the adopted Comprehensive Plan of the City of Titusville, including:

a. Amendments to the adopted goals, objectives and policies of the Comprehensive Plan;

b. Amendments to the future land use map (Comprehensive Plan amendment or CPA);

(3) Land Development Regulations;

(4) Conditional uses in the districts where so designated (see Chapter 28, Zoning);

(5) Community Redevelopment district activities, acting as the Community Redevelopment Agency (CRA);

(6) Planned Development, Planned Industrial Development, Planned Office Park, Regional Mixed-Use, and Urban Village applications.

a. Master Plan.

(7) ~~Subdivision approval for:~~

~~a. Preliminary plat.~~

~~b. Final plat.~~

~~(8)~~ Other actions as directed by the City Council.

SECTION 4: That Chapter 34, "Procedures", Article III, "Subdivisions", Division 5, "Plat", Subdivision 1, "Preliminary Plat (Conceptual Plan)", Section 34-151, "Procedure", of the Code of Ordinances, ~~of the~~ City of Titusville is hereby amended to read as follows:

Sec. 34-151. Procedure.

(a) The applicant is required to consult with staff prior to formal submittal of the preliminary plat, as set forth in Section 34-210 of these regulations. A complete submittal as set forth in Section 34-152 below, shall be made to the Administrator. The Administrator shall determine completeness of any preliminary plat submittal. Once the application has been determined to be complete, the preliminary plat will be scheduled for review in accordance with the review schedule set forth in Section 34-214. The Administrator shall review the preliminary plat and provide comments and recommendations for modifications to the

proposed plat. The applicant shall revise the preliminary plat as required and re-submit the amended preliminary plat to the Administrator.

(b) Resubmittals shall address all ~~comments as~~comments provided by the Administrator. If the applicant elects not to address all comments required by the Administrator, the applicant shall note the reasons for electing not to respond to the comment. If subsequent reviews are required by the Administrator, the reviews shall follow the same time frames and procedures as the initial review. Upon completion of the review process ~~the~~ City staff ~~Administrator~~ shall prepare a report for the Administrator ~~Planning and Zoning Commission~~ recommending approval of the preliminary plat, approval of the preliminary plat with conditions, or denial of the preliminary plat. A recommendation for conditional approval shall state the conditions for approval, and a recommendation for denial of the preliminary plat shall state the code requirements or Comprehensive Plan goals, objectives, or policies with which the proposed preliminary plat does not ~~fails to~~ comply.. ~~with. The Administrator shall then schedule the preliminary plat for the next available Planning and Zoning Commission meeting.~~

(c) After consideration of the staff's ~~Administrator's~~ recommendations, the Administrator ~~Planning and Zoning Commission may recommend approval, approval with conditions, or denial of the preliminary plat based upon the review criteria contained in these [Land Development] Regulations. The Planning and Zoning Commission shall forward its findings to the City Council, who upon receipt of said findings,~~ shall either approve, approve with conditions, or deny the preliminary plat. Approval of the preliminary plat by the ~~City Council~~ Administrator authorizes the applicant to proceed with the site plans and the preliminary plat. Approval of the preliminary plat with conditions authorizes the applicant to proceed with the site plans once the Administrator certifies in writing~~,~~ to the applicant that all conditions have been met.

(d) If a preliminary plat is denied, no similar submittal on said property shall be made for one (1) year from the date of denial.

SECTION 5: That Chapter 34, "Procedures", Article III, "Subdivisions", Division 5, "Plat", Subdivision 3, "Final Plat", Section 34-172, "Procedure", of the Code of Ordinances, ~~of the~~ City of Titusville is hereby amended to read as follows:

Sec. 34-172. Procedure.

(a) To obtain final plat approval, the subdivider shall within two (2) years, unless otherwise extended, of the date of site plan approval, ~~and at least thirty (30) calendar days prior to a regularly scheduled meeting of the City Council,~~ submit a final plat to the Administrator, along with a filing fee as adopted by City Council and other information as set forth in ~~[~~Development Review Procedures Manual,~~]~~ Section 13.1. For purposes of approval of a final plat, the Administrator shall be designated as the Titusville City Manager or designee.

(b) Approval by the Administrator ~~Council~~ shall be based upon a review by ~~report from~~ the appropriate staff ~~Administrator~~ ~~stating~~ confirming that all requirements of the site plan and these regulations, along with all ~~have been completed with the City Attorney indicating that all~~ legal requirements for final plat approval, have been met.

(c) Failure to apply for final plat approval within two (2) years of the date of site plan approval shall cause approval of the site plan to cease and become void unless otherwise extended as hereinafter provided. The subdivider may, prior to expiration of the site plan, make application for an extension of time to file for final plat approval. The ~~City Council~~Administrator may grant an extension of time up to two (2) years provided the ~~City Council~~Administrator has been shown good cause for the extension. If the subdivider has

not obtained final plat approval prior to the expiration of the two-year extension, the subdivider may apply to the AdministratorCity Council for an additional extension up to two (2) years. The subdivider shall show good cause why the time for filing the final plat should be extended for the additional two (2) years and if a performance bond was submitted, an extension on said bond shall be documented. No extensions will be granted beyond a total of four (4) years) from the original expiration date.

(d) Approval of a two-year extension by City Council is in no way guaranteed. In determining whether to grant an extension, Tthe City Council has the option tomay evaluate the development and place additional conditions or /restrictions on the developer, including, but not limited to, requiring the developer to comply with any development regulations enacted subsequent to the approval to the site plan and toin order to ensure that public health and safety is assured.

SECTION 6: That Chapter 34 "Procedures", Article III, "Subdivisions", Division 5, "Plat", Subdivision 3, "Final Plat", Section 34-173, "Required exhibits", of the Code of Ordinances, of the City of Titusville is hereby amended to read as follows:

Sec. 34-173. Required exhibits.

(a) The final plat shall conform to the approved preliminary plat and shall meet the platting requirements of Chapter 177, Florida Statutes, Chapter 177 and the requirements of this section. In the case of a large plat which may require two (2) or more sheets, the sheets are to be numbered and the number of the sheets are to be indicated on the first sheet below the title. The final plat shall be prepared by a registered land surveyor and shall provide information as set forth in the Development Review Procedures Manual, Section 13.2.

(b) The Ffinal plat mustwill require meeting the requirements of Section 34-216, "Site plan final acceptance", , preliminary plat and site plan final acceptance, prior to being scheduled for City Council review and approval by the Administrator.

(c) Where the required improvements have not been completed prior to the submission of the final plat, the approval of said plat shall be subject to the subdivider guaranteeing the installation of said improvements through one (1) of the following methods:

(1) Filing a performance bond, and labor and material payment bond executed by the developer or jointly by the developer and builder, in the amount of one hundred twenty percent (120 %) percent of the estimated construction cost, or other acceptable forms of security, as determined by the Administrator for any unconstructed portions.

(2) Depositing or placing in escrow a certified check, cash, or acceptable pledge, in the amount of one hundred twenty percent (120 %) percent of the construction cost as approved by the City Administrator.

(d) Any performance bond shall be made fromissued by a company licensed as a surety in the State of Florida, listed by the U.S. Treasury Department, and rated; AAAA in Best's Insurance Guide. Upon acceptance of all improvements by the City, the performance and payment bonds shall be released, and the subdivider shall furnish the city with a maintenance warranty bond as set forth in Section 34-216, "Ssite plan final acceptance".

(e) Deed restrictions. A full and complete copy of the all deed restrictions shall be a required exhibit to the final plat. Such restrictions must be approved by City Councilthe Administrator prior to recording of the plat. Said deed restrictions shall include a provision requiring the owners of property in the subdivision to notify and obtain the City's

Administrator's~~Council's~~ approval of any and all changes, amendments, or alterations to the deed restrictions. Said deed restrictions shall provide an indexed mechanism to assess and/or fund any needed repairs or replacements of commonly held improvements.

SECTION 7: That Chapter 34, "Procedures", Article III, "Subdivisions", Division 6, "Procedure for Issuance of Building Permits Prior to Approval of Final Plat", Section 34-179, "Final plat" of the Code of Ordinances, ~~of the~~ City of Titusville is hereby amended to read as follows:

Sec. 34-179. Final plat.

(a) The final plat shall conform to the approved preliminary plat and shall meet the platting requirements of ~~Florida Statutes~~ Chapter 177, Florida Statutes, and the requirements of this section. In case of a large plat which may require two (2) or more sheets, the sheets are to be numbered, and the number of the sheets are to be indicated on the first sheet below the title. The final plat shall be prepared by a registered land surveyor and shall provide information as set forth in the Development Review Procedures Manual, Section 13.2.

(b) The ~~F~~final plat must~~will require~~ meet~~ing~~ the requirements of Section 34-216, "Site plan final acceptance", ~~preliminary plat and site plan final acceptance,~~ prior to ~~being scheduled for City Council review and~~ approval by the Administrator.

(c) Where the required improvements have not been completed prior to the submission of the final plat, the approval of said plat shall be subject to the subdivider guaranteeing the installation of said improvements through one (1) of the following methods:

(1) Filing a performance bond~~,~~ and labor and material payment bond executed~~by~~ the developer or jointly by the developer and builder, in the amount of one hundred thirty percent (130 %)~~ percent~~ of the estimated construction cost, or other acceptable forms of security, as determined by the Administrator for any unconstructed portions.

(2) Depositing or placing in escrow a certified check, cash, or acceptable pledge, in the amount of one hundred thirty percent (130 %)~~ percent~~ of the construction cost as approved by the City.

(d) Any performance bond shall be ~~made from~~issued by a company licensed as a surety in the State of Florida, listed by the U.S. Treasury Department, and rated~~;~~ AAAA in Best's Insurance Guide. Upon acceptance of all improvements by the City, the performance and payment bonds shall be released, and the subdivider shall furnish the City with a maintenance warranty bond as set forth in Section 34-216, ~~site~~ "Site plan final acceptance".

(e) ~~Deed restrictions.~~ A full and complete copy of all~~the~~ deed restrictions shall be a required exhibit to the final plat. Such restrictions must be approved by ~~City Council~~the Administrator prior to recording of the plat. Said deed restrictions shall include a provision requiring the owners of property in the subdivision to notify and obtain the ~~City~~ Administrator's ~~Council~~'s approval of any and all changes, amendments, or alterations to the deed restrictions. Said deed restrictions shall provide an indexed mechanism to assess and/or fund any needed repairs or replacements of commonly held improvements.

SECTION 8: That Chapter 34, "Procedures", Article III, "Subdivisions", Division 6, "Procedure for Issuance of Building Permits Prior to Approval of Final Plat", Section 34-180, "Recording of final plat required", of the Code of Ordinances, ~~of the~~ City of Titusville is hereby amended to read as follows:

Sec. 34-180. Recording of final plat required.

(a) Small-scale plats and major subdivisions require a plat to be approved by the Administrator~~City Council and endorsed by the Mayor and the City of Titusville~~, as set forth herein.

(b) Evidence that the ~~The~~ final plat ~~shall be~~has been recorded by the Clerk of the Circuit Court of Brevard County ~~Clerk of Circuit Court~~ within ninety (90) days of approval of said plat by the ~~City~~ Administrator shall be provided to the Administrator~~Council~~. ~~After final plat approval by the City Council, the~~ The Administrator shall see that all requirements of Chapter 177, ~~of the~~ Florida Statutes, have been complied with~~,~~ before the plat is presented to the Clerk of the Circuit Court of Brevard County for recording. No plat of land within the corporate limits of the City shall be submitted to be recorded by the Clerk of the Circuit Court of~~in~~ Brevard County unless it shall have the approval of the ~~Council~~ City inscribed thereon or endorsed in conformity with Chapter 34, Article III, of these Land Development Regulations ~~of these [Subdivision] Regulations~~.

(c) ~~Use of plat.~~ The transfer of, sale of, or other use of a plat of a subdivision, or portion thereof, that has not been given final approval by the City ~~Council or the Administrator~~ as provided in Chapter 34, Article II, of these Land Development~~[Subdivision]~~ Regulations and recorded by the Clerk of the Circuit Court of Brevard County~~in the official records of Brevard County, Florida~~ is prohibited. The description by metes and bounds in the instrument of transfer or other document shall not exempt the transaction from this~~such~~ prohibition.

(d) The Administrator shall not issue a certificate of occupancy until all drainage, street, and utility improvements have been installed and accepted by the City. City Council approval of such easement~~(s)~~ is required for all drainage, street, and utility improvements that were not shown on the preliminary plat to be accepted for maintenance by the City.~~.~~

(e) Any plat of land recorded by the Clerk of the Circuit Court of Brevard County without said approval and endorsement shall not be considered valid by the City of Titusville for the purpose of creating legally buildable lots. The transfer of, sale of, or other use of a plat of a division or subdivision, or portion thereof, that has not been given final approval, endorsement, and recordation as provided in this section shall not exempt any such lot from the provisions of this section.

(f) Any division of land by metes and bounds description as the instrument of recording and/or transfer shall not exempt said lot or lots created from the requirements ~~set forth above~~of this section.

(g) No certificates of occupancy shall be issued by the Administrator until final plat approval, endorsement, and recordation, and the payment of all ~~all~~ fees required herein ~~have been paid~~. Proof of recordation shall be furnished to the Administrator prior to issuance of any certificate of occupancy.

SECTION 9: That Chapter 34, "Procedures", Article III, "Subdivisions", Division 7, "Improvements", Section 34-182, "Improvements required to be installed", of the Code of Ordinances, ~~of the~~ City of Titusville is hereby amended to read as follows:

Sec. 34-182. Improvements required to be installed.

Any subdivider electing to delay installation of ~~the~~ required improvements until after the plat is approved by the City ~~Council~~ as authorized by Chapter 34, Article III, ~~[~~Division 5~~]~~, Subdivision 2, ~~Preliminary s~~"Site P~~p~~lan", shall be required to install all of the required improvements within one (1) year from the date the final plat is approved. The Administrator, for good cause shown by the subdivider, may extend the time for installation of the public improvements for a period not to exceed six (6) months. When any subdivider requests an extension of time for installing the public improvements, the Administrator shall review the amount on deposit or the method of guaranteeing to determine whether the initial estimate and deposit is then sufficient to install the required improvements, and as a condition of any approval for extension of time, the Administrator may require an additional amount guaranteeing the installation of the improvements. A subdivider may delay installing sidewalks throughout the subdivision, except on lots obtaining a building permit, ~~until~~ for a period not to exceed two (2) years after final plat approval. A subdivider delaying installation of sidewalks shall post the necessary guarantee. At the end of the two-year period, all sidewalks not installed shall be installed by the subdivider.

SECTION 10: That Chapter 34, "Procedures", Article III, "Subdivisions", Division 9, "Plat Endorsement, Recording", Section 34-201, "Recording of final plat required", of the Code of Ordinances, ~~of the~~ City of Titusville is hereby amended to read as follows:

Sec. 34-201. Recording of final plat required.

(a) Small-scale plats ~~and major subdivisions~~ require ~~a plat to approved~~approval by the ~~City Council and endorsed by the Mayor and the City of Titusville~~Administrator, as set forth herein.

(b) Evidence that the~~The~~ final plat ~~shall be~~has been recorded by the Brevard County Clerk of the Circuit Court within ninety (90) days of approval of said plat by ~~City Council~~ the Administrator shall be provided to the Administrator. After final plat approval ~~by the City Council~~, the Administrator shall confirm~~see that~~ that all requirements of Chapter 177, ~~of the~~ Florida Statutes, have been complied with~~,~~ before the plat is presented to the Clerk of the Circuit Court of Brevard County for recording. No plat of land within the corporate limits of the City shall be submitted to be recorded by the Clerk of the Circuit Court of Brevard County unless it shall have the approval of the City ~~Council~~ inscribed thereon or endorsed in conformity with Chapter 34, Article III of these ~~[Subdivision]~~Land Development Regulations.

(c) ~~Use of plat.~~ The transfer of, sale of, agreement to sell, or negotiation to sell land by reference to or exhibition of, or other use of a plat of a subdivision, or portion thereof, that has not been given final approval by the ~~City Council or the~~ Administrator as provided in Article II of these ~~[Subdivision]~~Land Development Regulations and recorded ~~in the official records of~~by the Clerk of the Circuit Court of Brevard County, ~~Florida~~ is prohibited. The description by metes and bounds in the instrument of transfer or other document shall not exempt the transaction from such prohibition.

(d) The Administrator shall not issue a certificate of occupancy until all drainage, street, and utility improvements have been installed and accepted by the City. City Council approval of such easement~~(s)~~ is required for all drainage, street, and utility improvements that were not shown on the preliminary plat to be accepted for maintenance by the City.

(e) Any plat of land recorded by the Clerk of the Circuit Court of Brevard County without said approval and endorsement shall not be considered valid by the City of Titusville for the purpose of creating legally buildable lots. The transfer of, sale of, or other use of a plat of a

division or subdivision, or portion thereof, that has not been given final approval, endorsement, and recordation as provided in this section shall not exempt any such lot from the provisions of this section.

(f) Any division of land by metes and bounds description as the instrument of recording and/or transfer shall not exempt said lot or lots created from the requirements set forth above.

(g) No certificates of occupancy shall be issued by the Administrator until final plat approval, endorsement and recordation, and payment of ~~and~~ all fees required herein ~~have been paid~~. Proof of recordation shall be furnished to the Administrator prior to the issuance of any certificate~~s~~ of occupancy.

SECTION 11: That Development Review Procedures Technical Manual, Section 11, "Preliminary Plat", of the Code of Ordinances, ~~of the~~ City of Titusville is hereby amended to read as follows:

11. PRELIMINARY PLAT.

This section includes submittal requirements for a Preliminary Plat.

11.1. *Preliminary Plat Required Submittals.*

The following information/exhibits shall be required with the application for a Preliminary Plat:

11.1.1. Application and fees.

11.1.2. Cover page containing the following information:

11.1.3. Name of the proposed development.

11.1.4. Name or names of the developer(s), owner(s), engineer, architect, surveyor, land planner, landscape architect, and/or other design professional.

11.1.5. Location map, showing the relationship of the proposed subdivision to the existing and proposed streets shown on the Existing Street Classification Map, Future Traffic Circulation Map, and the City's Future Land Use Map, and any other property owned by the subdivider in that vicinity.

11.1.6. Acreage in the total tract and acreage for each proposed use (public, residential, recreation, preservation, etc.).

11.1.7. Survey of the tract with the following information:

11.1.7.1. Boundaries of the tract shown with bearings, distances, closures, and bulkhead lines, if any. Survey of the parcel showing boundaries, total acreage, parcel numbers, legal description, and all encumbrances such as easements, rights-of-way, etc.

11.1.7.2. Existing contours based on North American datum of 1983 with a contour interval of one (1) foot and proposed finished contours. With prior approval by the City Engineer and City Surveyor, spot elevations may be used in place of one-foot contours.

11.1.7.3. Location of jurisdictional wetlands. A wetlands survey less than five (5) years old prepared by a professional land surveyor registered in the state shall be provided depicting the boundaries of the wetlands and surface waters (ponds, canals, ditches). The wetlands survey shall be based upon a delineation utilizing F.A.C. Ch. 62-340, as amended, or other standards accepted by the appropriate

regulatory agency. Where no wetlands or surface waters have been identified on site based upon either the Future Land Use map or U.S. Fish and Wildlife Service National Wetlands Inventory, the wetlands survey is not required.

11.1.7.4. A survey of trees and a sampling of understory vegetation as described in Section 30-40, "Tree survey required before permit".

11.1.7.5. Adjoining subdivisions and parcels.

11.1.7.6. Legal description of the subdivision boundaries with bearings and distances and with a reference to a subdivision corner tie.

11.1.8. A survey of trees and a sampling of understory vegetation as described in Section 30-40, "Tree survey required before permit".

11.1.9. Site data including parcel size, current Zoning and Future Land Use classification, lands to be dedicated to public use, proposed easements, rights-of-way.

11.1.10. Existing site characteristics including general information on site conditions and characteristics including adjacent development, wooded areas, existing utilities, ditches, swales, wetlands and water bodies, flood zones, topography, soils types, and areas of critical concern. Note any variances or conditional use permits that have been granted for the site. Additional site-specific data as necessary to describe any impacts to conservation/wetland areas, and other environmentally sensitive resources, including any mitigation efforts to be proposed or required by these regulations. A wetlands survey less than five (5) years old prepared by a professional land surveyor registered in the state shall be provided depicting the boundaries of the wetlands and surface waters (ponds, canals, ditches). The wetlands survey shall be based upon a delineation utilizing F.A.C. Ch. 62-340, as amended, or other standards accepted by the appropriate regulatory agency. Where no wetlands or surface waters have been identified on site based upon either the Future Land Use map or U.S. Fish and Wildlife Service National Wetlands Inventory, the wetlands survey is not required.

11.1.11. Proposed Preliminary Plat showing streets, lots, and other subdivision features such as common areas, retention areas, parks, etc. Street layouts shall indicate the type of street and proposed rights-of-way. Lot layouts shall identify the proposed number of lots and proposed lot sizes. Any required regulatory waivers or revisions shall be noted.

11.1.12. The general layout of water, sewer, and storm water systems including proposed connections for water and sewer and the legal positive outfall location for the storm water management system. Summary should include estimate of water allocation permit quantities (total average daily water demand - gallons).

11.1.13. Proposed phasing if any with projected build-out date.

11.1.14. An analysis of the proposed project relative to the City's concurrency management standards.

11.1.15. Index listing all pages in the Preliminary Plat submittal.

11.1.16. Any other information the applicant or staff believes is necessary to adequately convey the proposed development concept to the Administrator ~~Planning and Zoning Commission and City Council~~.

SECTION 12: That Development Review Procedures Technical Manual, Section 13, "Final Plat", of the Code of Ordinances, ~~of the~~ City of Titusville is hereby amended to read as follows:

13. FINAL PLAT.

This section includes submittal requirements and required exhibits for Final Plats.

13.1. *Final Plat Required Submittals.*

The following information/exhibits shall be included with the submittal of a Final Plat:

13.1.1. ~~A letter requesting City Council review and approval of the Final Plat.~~ If phased, a Phasing Plan showing the sequence and timing of subdivision phases shall be provided.

13.1.2. An original mylar print and five (5) black or blue line prints of the Final Plat, or portion thereof, showing data specified in this Section.

13.1.3. One (1) electronic copy of the proposed subdivision plat in a format to be specified by the City.

13.1.4. A title opinion ~~with all encumbrances,~~ from an attorney showing the status of title to the land encompassed by the Plat and all liens, encumbrances, or~~and~~ title defects, if any.

13.1.5. Payment~~id~~ receipts from the City and County indicating taxes have been paid in full.

13.1.6. All ~~D~~dedications of ~~all~~ rights-of-way, easements, and other public lands shown on the Final Plat, by all persons having any interest in the lands, either by indication on the Plat or by separate joinder to be filed along with said Plat.

13.1.7. The Final Plat shall be properly signed and executed by the subdivider and his agents as required for recording.

13.2. *Final Plat Required Exhibits.*

The following information/exhibits shall be included on the documentation of the Final Plat:

13.2.1. Title, date, name, and vicinity map showing the location of the subdivision and graphic scale.

13.2.2. Dedication by the owner and completion of certificate of surveyor.

13.2.3. The rights-of-way and names of all streets and roads.

13.2.4. Lot lines, and lot and block numbers.

13.2.5. Location and width of canals and waterways.

13.2.6. Reservations, easements, alleys, and any areas to be dedicated to public uses or sites for other than residential use with notes stating their purpose and any limitations.

13.2.7. Sufficient data to determine the location, bearing and length of every street line, lot line, boundary line and block line, whether curved or straight.

13.2.8. The radius, central angle, point of tangent, tangent distance, and arcs and chords of all curved streets and curved property lines.

13.2.9. An accurate legal description of the subdivision boundaries with bearings, distances, and tie point.

13.2.10. Accurate location and descriptions of all monumentation and markers.

13.2.11. The names and locations of adjoining parcels, subdivisions, and streets.

13.2.12. All dimensions shall be to the nearest one hundredth (1/100) of a foot and angles to the nearest second.

13.2.13. In the case of residential subdivisions in the Area of Critical Concern, the total amount of maximum impervious surface for each lot will be noted individually on the final plat.

SECTION 13. 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 14. 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 15. INCORPORATION INTO THE CODE. This Oordinance 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 Oordinance and the Code may be made.

SECTION 16. 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

DRAFT

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Small Scale Amendment (SSA) No. 2-2026 - 1165 War Eagle Boulevard**

Department/Office: Community Development

Recommended Action:

Conduct the first reading of Ordinance No. 12-2026 annexing land, Ordinance No. 13-2026 amending the comprehensive plan future land use designation and Ordinance No. 14-2026 rezoning property for Small Scale Comprehensive Plan Amendment (SSA) 2-2026.

Ordinance No. 12-2026, an ordinance of the City of Titusville, Florida, amending Section 7, Chapter 63-2001, Laws of Florida, Special Acts of 1963, by annexing certain property located at 1165 War Eagle Boulevard having Parcel ID Number: 21-35-30-00-769 to be included within the city limits; providing for severability; providing for repeal of conflicting ordinances; and providing for an effective date. (This is a legislative item.)

Ordinance No. 13-2026, an ordinance of the City of Titusville, Florida, amending the Code of Ordinances by amending Ordinance No. 60-1988, which adopted the Comprehensive Plan of the City of Titusville, by amending the future land use designation on property located at 1165 War Eagle Boulevard from Residential 15 (Brevard County) to Residential One (Res-1) on 1.1+/- acres of property having Parcel ID No. 21-35-30-00-769; providing for severability; repeal of conflicting ordinances; and providing for an effective date. (This is a legislative item.)

Ordinance No. 14-2026, an ordinance amending Ordinance No. 5-1993 of the City of Titusville, Florida, by amending the zoning map made part of said ordinance by reference, by changing the zoning classification on property located at 1165 War Eagle Boulevard from Rural Residential RR-1 (Brevard County) to Residential Estate (RE) on 1.1+/- acres of property having Parcel ID No. 21-35-30-00-769; providing for severability; repeal of conflicting ordinances; and providing for an effective date. (This is a quasi-judicial item.)

At their regular meeting on July 22, 2026, the Planning and Zoning Commission recommended denial, 7-0.

The second reading and final public hearing on the item is scheduled for regular City Council meeting on August 25, 2026 at 6:30 p.m.

Summary Explanation & Background:

The subject property is a 1.1-acre unplatted parcel located north of Astronaut High School, south of Dairy Road, and adjacent to the current City limits in a predominantly residential area. The property is identified as Brevard County Property Appraiser Tax Account No. 2106714 and Parcel ID No. 21-35-30-00-769.

The purpose of the annexation, future land use amendment, and rezoning is to allow the existing single-family residence to connect to City utilities. City Code Section 21-1 requires property owners outside the City limits to apply for annexation before receiving City water, sewer, or reclaimed water service. Code of Ordinances Section. 21-1. – Lots served by governmentally owned water/sewer/reclaimed water lines. states:

> "Every out-of-city property owner who desires to be considered for water, sanitary sewer service or reclaimed water service shall apply for annexation as a condition precedent to being considered for the service. If by reason of annexation laws, the property can be annexed and the city in its discretion desires to annex the property, the property owner shall submit an application for annexation and pay the required advertising and recording fees and the annexation will be processed in accordance with applicable regulations."

Most surrounding properties are located in unincorporated Brevard County and are designated Residential 15 future land use with Rural Residential (RR-1) zoning. Two nearby single-family homes within the City limits along War Eagle Boulevard are designated Residential One future land use and Residential Estate (RE) zoning.

The applicant is requesting Residential One future land use and Residential Estate (RE) zoning to match the nearby City properties. Both designations allow a maximum density of one dwelling unit per acre. The proposed RE zoning is consistent with the Residential One future land use designation in accordance with the Future Land Use/Zoning Consistency Matrix in Section 27 of the Land Development Regulations.

Annexation — Consider the annexation of the 1.1 +/- acres of property located at 1165 War Eagle Blvd having Parcel ID - 21-35-30-00-769.

SSA - Consider the findings based upon the staff analysis, information, and evidence presented, and in accordance with the City Charter of the City of Titusville, Code of Ordinances and Land Development Regulations, Section 34-40 of the Code, the adopted Comprehensive Plan and the provisions of Chapter 163 and 166, Florida Statutes in the request to change the Future Land Use Designation on the property from Residential 15 (Brevard County) Future Land Use Designation to the Residential One Future Land Use Designation.

Rez - Consider the findings based on the staff analysis, information, and evidence

presented, and in accordance with the City Charter of the City of Titusville, Code of Ordinances and Land Development Regulations, Section 34-40 of the Code, the adopted Comprehensive Plan and the provisions of Chapter 163 and 166, Florida Statutes in the request to change the zoning district on the property from Rural Residential RR-1 (Brevard County) zoning district to the Residential Estate (RE) zoning district.

Alternatives:

- Conduct the first reading of the ordinances with changes.
- Do not conduct the first reading of the ordinances.

Item Budgeted:
N/A

Source/Use of Funds/Budget Book Page:
N/A

Strategic Plan:
Goal 2: Efficient & Effective Services
Goal 6: Community Design

Strategic Plan Impact:

ATTACHMENTS:
1. Staff Report SSA #2-2026 1165 War Eagle Blvd 6-25-26
2. Application - ANX
3. Application - REZ
4. Application - SSA
5. Survey
6. SSA#2-2026 ANX Ordinance 6-25-26
7. SSA#2-2026 FLU Ordinance 6-25-26
8. SSA#2-2026 REZ Ordinance 6-25-26

City of Titusville

Planning Department Staff Report

SSA No. 2-2026 - 1165 War Eagle Boulevard

Annexation, Small Scale Comprehensive Plan Map Amendment, and Rezoning

Meeting Dates:

Commission/Council	Meeting dates
Planning and Zoning Commission	July 22, 2026
City Council First Ordinance Reading	August 11, 2026
City Council Public Hearing	August 25, 2026

Prepared By: Eddy Galindo, AICP - Principal Planner

Applicant(s): Stuart Bodin, property owner

Applicant's Request: **ANX:** Annex 1.1+/- acres of property located at 1165 War Eagle Blvd having Parcel I.D.: 21-35-30-00-769.

SSA: Amend the Comprehensive Plan Future Land Use Map by replacing the Residential 15 (Brevard County) future land use designation with the Residential One future land use designation on approximately 1.1+/- acres of property.

REZ: Amend the zoning map by replacing the Rural Residential RR-1 (Brevard County) zoning district with the Residential Estate (RE) zoning district on approximately 1.1+/- acres of property.

Staff Recommendation: **ANX:** Consider the annexation of 1.1+/- acres.

SSA: Consider changing the future land use designation.

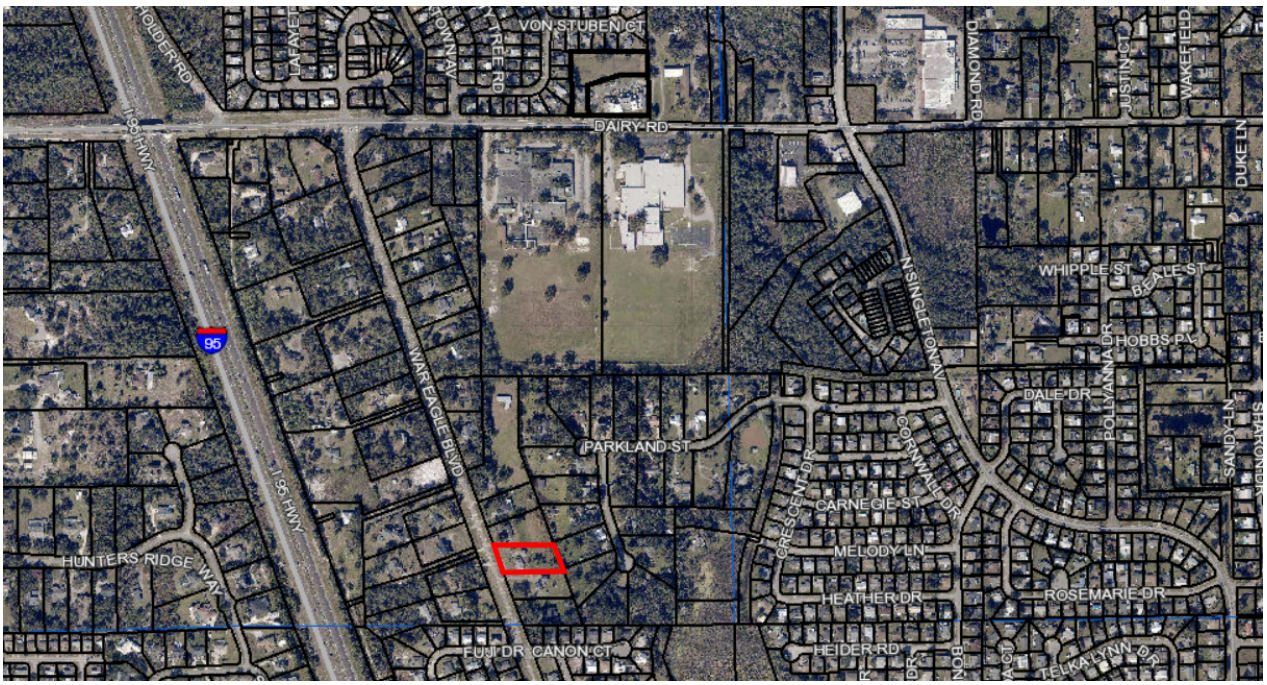
REZ: Consider changing the zoning district consistent with the Small Scale Amendment.

BACKGROUND INFORMATION

The applicant is requesting annexation, a Small-Scale Comprehensive Plan Amendment (SSA), and rezoning for approximately 1.1 acres at 1165 War Eagle Blvd. The request would bring the property into the City limits, change the future land use designation from Residential 15 (Brevard County) to Residential One, and rezone it from Rural Residential (RR-1) to Residential Estate (RE). These changes are needed to connect the existing single-family home to City utilities.

The property is an unplatted parcel currently developed with a single-family residence built in 1981. The property is identified as Brevard County Property Appraiser Tax Account No. 2106714 and Parcel ID No. 21-35-30-00-769.

AERIAL MAP



PROPERTY INFORMATION

Existing Use, Future Land Use, and Zoning

Existing Use	Future Land Use	Zoning
Single-Family Residence	Residential 15 (Brevard County)	Rural Residential RR-1 (Brevard County)

Proposed Use, Future Land Use, and Zoning

Proposed Use	Future Land Use	Zoning
Single-Family Residence	Residential One	Residential Estate (RE)

SURROUNDING PROPERTY INFORMATION

Existing Use, Future Land Use, and Zoning

Location	Use	Future Land Use	Zoning
North	Single-Family Residence	Residential 15 (Brevard County)	Rural Residential RR-1 (Brevard County)
South	Single-Family Residence	Residential 15 (Brevard County)	Rural Residential RR-1 (Brevard County)
West	War Eagle Blvd Right of Way	N/A	N/A
	Single Family Residence	Residential One	Residential Estate (RE)
East	Single-Family Residence	Residential 15 (Brevard County)	Rural Residential RR-1 (Brevard County)

STAFF ANALYSIS

Annexation

Florida Statutes Section 171.044 Voluntary Annexation: (1) The owner or owners of real property in an unincorporated area of a county, which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality. (5) Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves.

Staff Comment: The property is an existing 1.1-acre parcel that is contiguous to the City limits along its western boundary. The property owner is requesting annexation to connect the existing single-family residence to City utilities.

The City's Code of Ordinances Section 21-1 requires out-of-city property owners seeking water, sewer, or reclaimed water service to apply for annexation before service can be considered. The section states, "Every out-of-city property owner who desires to be considered for water, sanitary sewer service or reclaimed water service shall apply for annexation as a condition precedent to being considered for the service." The proposed annexation does not appear to create a new enclave and is therefore eligible for annexation per Florida Statutes Section 171.044.

General Information:

The subject property is a 1.1-acre unplatted parcel located north of Astronaut High School, south of Dairy Road, and adjacent to the current City limits in a predominantly residential area. The property is identified as Brevard County Property Appraiser Tax Account No. 2106714 and Parcel ID No. 21-35-30-00-769.

The purpose of the annexation, future land use amendment, and rezoning is to allow the existing single-family residence to connect to City utilities. City Code Section 21-1 requires property owners outside the City limits to apply for annexation before receiving City water, sewer, or reclaimed water service. Code of Ordinances Section. 21-1. – Lots served by governmentally owned water/sewer/reclaimed water lines. states:

> "Every out-of-city property owner who desires to be considered for water, sanitary sewer service or reclaimed water service shall apply for annexation as a condition precedent to being considered for the service. If by reason of annexation laws, the property can be annexed and the city in its discretion desires to annex the property, the property owner shall submit an application for annexation and pay the required advertising and recording fees and the annexation will be processed in accordance with applicable regulations."

Most surrounding properties are located in unincorporated Brevard County and are designated Residential 15 future land use with Rural Residential (RR-1) zoning. Two nearby single-family homes within the City limits along War Eagle Boulevard are designated Residential One future land use and Residential Estate (RE) zoning.

The applicant is requesting Residential One future land use and Residential Estate (RE) zoning to match the nearby City properties. Both designations allow a maximum density of one dwelling unit per acre. The proposed RE zoning is consistent with the Residential One future land use designation in accordance with the Future Land Use/Zoning Consistency Matrix in Section 27 of the Land Development Regulations.

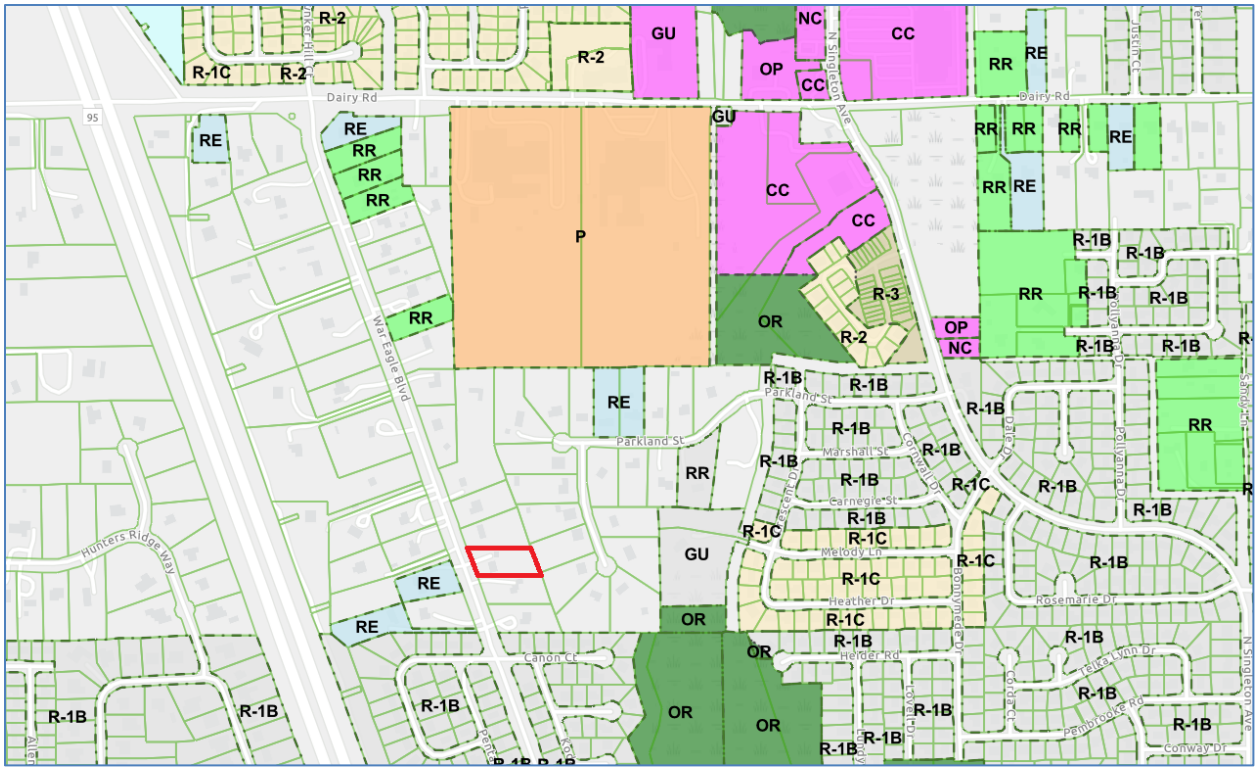


Figure 1. Surrounding Zoning and Future Land Use Designations

Area of Critical Concern:

The property **is** located within the Area of Critical Concern (ACC) and must comply with the applicable requirements of Chapter 30 of the Land Development Regulations, including the stormwater management and aquifer protection standards. Additional ACC requirements are outlined in Section 7.6 of the Stormwater Management Technical Manual.

COMPREHENSIVE PLAN AMENDMENT (CPA) REVIEW

Future Land Use Map Amendment Sprawl Criteria

The following list is the review criteria under which the Planning and Zoning Commission and the City Council review applications as they relate to urban sprawl [Section 34-23 of the LDR].

1. The extent to which the proposed amendment is contiguous to an existing development area which has developed in a manner providing a compact, contiguous development pattern with the proposed amendment.

   Staff Comment: The property is located on War Eagle Boulevard, north of The Trails of Titusville plat (Plat Book 43, Page 100), and is surrounded by existing single-family homes.

2. The extent to which population growth and development trends warrant an amendment, including an analysis of vested and approved but unbuilt development.

   Staff Comment: The property is currently developed with a single-family residence. Because the proposed future land use and zoning allow a maximum density of one dwelling unit per acre, and the property is approximately 1.1 acres, the request will not increase the number of dwelling units on the site.

3. The extent to which adequate infrastructure to accommodate the proposed amendment exists, or is programmed and funded through an adopted capital improvement schedule, or

will be privately financed through a binding executed agreement, or will otherwise be provided at the time of development impacts as required by law.

Staff Comment: The property is located within the urban service area and has access to adequate water service. An existing 8-inch water main is located within the War Eagle Boulevard right-of-way adjacent to the site.

Sewer and reclaimed water service are not currently available. The nearest sewer infrastructure is an existing 8-inch gravity sewer main located within the Canon Court right-of-way, approximately 420 feet south of the property.

4. The extent to which the amendment will result in an efficient use of public funds needed for the provision of new infrastructure and services related to it.

Staff Comment: The property is adjacent to existing public facilities, and the proposed amendment is not expected to require any new publicly funded infrastructure.

5. The extent to which the amendment will not result in a sprawl development pattern as determined by Chapter 163, Florida Statutes, and will not discourage infilling of more appropriate areas available for development within existing Development Area Boundaries; and

Staff Comment: The property contains an existing single-family residence and is surrounded by similar residential development. Water service is available, and no new development is proposed as part of this amendment. Because the request does not increase development intensity or require the extension of new public facilities, it is not expected to contribute to urban sprawl as defined in Chapter 163, Florida Statutes.

6. The extent to which the amendment will result in a sustainable development pattern through a balance of land uses that is internally interrelated, demonstrates an efficient use of land, ensures compatible development adjacent to agriculture lands, protects environmental qualities and characteristics, provides interconnectivity of roadways, supports the use of non-automobile modes of transportation, and appropriately addresses the infrastructure needs of the community.

Staff Comment: The property is located within the City's Urban Service Area in a predominantly residential neighborhood. Water service is available to serve the property.

7. The extent to which the amendment results in positive market, economic and fiscal benefits of the area as demonstrated through a market demand analysis, economic impact analysis and fiscal impact analysis.

Staff Comment: The amendment would bring a property from unincorporated Brevard County into the City of Titusville. While this would add the property to the City's tax base, single-family residential properties typically do not generate enough revenue to fully offset the cost of City services.

Consistency with the Comprehensive Plan

The following is an analysis of the consistency of the request with the City's Comprehensive Plan. The request for a Comprehensive Plan Amendment and rezoning is consistent with the Comprehensive Plan and more specifically with the following objectives and policies of the Comprehensive Plan.

Future Land Use Element [FLUE] Policy 1.14.1: Sites for residential development shall be located throughout the City in a variety of residential zoning classifications, which provide for a variety of lot sizes, floor areas, setbacks, and residential densities.

Staff Comment: The proposed Residential One future land use and Residential Estate (RE) zoning are located near a mix of residential zoning districts, including Rural Residential (RR), Rural Estate (RE), and Single-Family Medium Density (R-1B). Approving the amendment would add to the range of residential options and housing types in the area.

[FLUE] Policy 1.14.2: Residential One uses (maximum one (1) unit per acre) shall consider availability of public facilities, existing development patterns, and proposed land use to ensure compatibility.

Staff Comment: The proposed Residential One future land use designation is near several residential and institutional designations, including Residential 15 (15 du/ac) (Brevard County), Residential One (1 du/ac), Low Density Residential (5 du/ac), and Educational future land use designations. The requested Residential One allows a maximum density of one unit per acre, which would permit only one dwelling unit on the 1.1-acre property.

The annexation of the existing single-family home is compatible with the surrounding area. The property is located on War Eagle Boulevard, a local road with access to Dairy Road, a collector road approximately 0.45 miles north.

[FLUE] Policy 1.14.8: Negative impacts of residential land uses on environmentally sensitive areas shall be minimized. The Conservation Element objectives and policies shall be utilized in determining the appropriateness of residential land uses designation and the specific intensity of use authorized by land development regulations.

Staff Comment: The property is developed with a single-family residence, and approval of the amendment will not result in any additional dwelling units.

According to the National Wetlands Inventory, no wetlands are shown on the site, and the property is not designated as Conservation on the City's Future Land Use Map. The property is located in Flood Zone X, an area of minimal flood risk.

[FLUE] Policy 1.17.1: The following items shall be addressed in the analysis of the land use changes: Surrounding uses; Surrounding zoning; Acreage; Description of site; Soils and topography; Flood zone; Recharge potential; Traffic counts on adjacent streets; and Impact on adopted levels of service; Water supply availability.

Staff Comment: The surrounding area is primarily residential and includes single-family homes and public schools. Annexing the existing single-family residence is not expected to change the character of the area or negatively impact public safety or welfare.

The property is within the urban service area and has adequate water service. An 8-inch water main is located in the War Eagle Boulevard right-of-way. Sewer and reclaimed water service are not currently available, though an 8-inch sewer main is located about 420 feet south of the property in the Canon Court right-of-way. There is adequate water service to serve the existing single-family residence.

Public transit is available through Space Coast Area Transit Bus Route #5, with a stop approximately one mile away at Dairy Road and North Singleton Avenue. The annexation of one single-family home is not expected to create any level of service or concurrency issues.

REZONING REVIEW

Zoning Review Criteria

Section 34-40 of the LDR lists the review criteria under which the Planning and Zoning Commission and the City Council review applications as they relate to zoning.

The following are staff's findings:

1. Comprehensive Plan Consistency Statement.

Staff Comment: According to the Land Use/Zoning Matrix in Chapter 27 of the Land Development Regulations, the RE zoning district is consistent with the Residential One future land use category. Future Land Use Element Policy 1.14.2 states "Residential One uses (maximum one (1) unit per acre) shall consider availability of public facilities, existing development patterns, and proposed land use to ensure compatibility.

The existing single-family home on the 1.1-acre property is consistent with the surrounding area. Water service is available, and annexation is required to receive City utilities under Code of Ordinances Chapter 21.

1.1. Public facilities are available and concurrent with the land use change per the Comprehensive Plan and Concurrency provisions of the Land Development Regulations.

Staff Comment: The property is within the City's urban service area. An 8-inch water main is located along War Eagle Boulevard near the site. The property is also within the Area of Critical Concern (ACC).

Sewer and reclaimed water service are not currently available.

Transportation Impact.

Staff Comment: The property is located on War Eagle Boulevard between Astronaut High School and Dairy Road, east of Interstate-95. War Eagle Boulevard is classified as a local road in the Transportation Infrastructure Technical Manual. The surrounding area has a typical suburban pattern with driveways providing access to single-family homes along the road.

Space Coast Area Transit Bus Route #5 (Titusville/Mims) serves the area, with a stop about one mile away at Dairy Road and North Singleton Avenue. The annexation of one single-family residence is not expected to create any transportation or level-of-service issues.

Solid Waste.

Staff Comment: Solid waste services are available to serve this property.

1.2. Public streets are adequate to access the property.

Staff Comment: The subject property has frontage along War Eagle Boulevard.

1.3. The land will support the proposed development.

Staff Comment: The subject property is located within Flood Zone X (area of minimal flood hazard). A soils map is included for this request.

1.4. Environmental impact.

Staff Comment: According to the National Wetlands Inventory, no wetlands are identified on the site. The property is also not designated as Conservation on the City's Future Land Use Map, which would typically indicate potential wetlands.

2. The existing zoning, if deemed consistent with the Comprehensive Plan, shall be presumed correct unless substantial change in the area has occurred since the original zoning.

Staff Comment:. The property is approximately 1.1 acres and is developed with a single-family residence. It is currently zoned RR-1 Rural Residential with a Residential 15 future land use designation. Surrounding properties are also single-family homes with the same zoning and land use designations.

Two nearby properties on the west side of War Eagle Boulevard are within the City limits and are developed with single-family homes. These are zoned Rural Estate (RE) with Residential One future land use, based on Ordinance No. 5-1993 adopted under the 1988 Comprehensive Plan. The zoning in this area has not changed since then.

The requested RE zoning is consistent with the surrounding zoning pattern.

3. The density or intensity of the proposed rezoning and use shall be consistent with:

3.1. The development in the area.

Staff Comment: The surrounding area is mainly single-family homes and public schools. The proposed Residential Estate (RE) zoning allows a maximum of one dwelling unit per acre. Nearby properties are at least one acre in size and are developed with single-family homes.

The nearby subdivision, The Trails of Titusville (Plat Book 43, Book 100), located about 300 feet south, is zoned Single-Family Medium Density (R-1B) and is developed at about 2.4 units per acre (56 units/23.88 acres).

Rezoning the property to RE (maximum density of 1 unit per acre) will not increase the number of dwelling units permitted.

3.2. Not likely to cause a depreciation of property values in the area.

Staff Comment: Annexing an existing single-family home in a primarily residential area is not expected to reduce property values in the surrounding area.

4. The application is consistent with zoning in the area.

Staff Comment: The property is in an area primarily zoned Rural Residential RR-1 (Brevard County) and Residential Estate (RE). The proposed RE zoning is consistent with surrounding zoning. The RE district allows a maximum density of one unit per acre and will not allow any additional dwelling units beyond the existing single-family home.

The nearby properties to the west, within the City Limits, are also developed with single-family homes, and have maintained the same zoning since the 1993 citywide rezoning ordinance.

The Residential Estate (RE) district is intended for low-density, large-lot residential development of one acre or more, with limited additional uses that support the area while preserving its low-density character. The RE district purpose statement in LDR Sec.28-301(a) states the district is, "intended to provide for low-density large lot estate type development of one (1) acre or larger in size. Certain structures and uses that will serve governmental, religious, and other immediate needs of such areas are permissible as permitted or conditional uses subject to all restrictions necessary to preserve and protect the low density character of the district."

5. The application will protect the public health, safety, morals or welfare of the general public.

Staff Comment: The area is primarily made up of single-family homes on 1+ acre lots. Annexing the property, which already has a single-family home, will not change the residential character of the area and is not expected to negatively affect public safety or welfare.

6. Whether the applicant has sufficiently protected adjacent land uses and zoning districts by adequate buffering and screening.

Staff Comment: Adjacent land uses and zoning are primarily residential and are not expected to be negatively affected by the annexation. Both the proposed future land use and zoning allow a maximum of one dwelling unit per acre, so no additional dwelling units will be permitted on the property.

Single-family homes on existing lots of record are exempt from landscape buffer requirements under Section 30-333 (Exemptions).

7. Substantial reasons why the property cannot be used in the existing zoning district.

Staff Comment: Code of Ordinances Sec. 21-1. - Lots served by governmentally owned water/sewer/reclaimed water lines. requires property owners outside the City to apply for annexation before being considered for water, sewer, or reclaimed water service. The applicant is requesting annexation to receive City utilities in accordance with this requirement. The section states, "Every out-of-city property owner who desires to be considered for water, sanitary sewer service or reclaimed water service shall apply for annexation as a condition precedent to being considered for the service."

COMMUNITY ENGAGEMENT MEETING - LDR Section 34-14

Staff Comment: The application is exempt from the community engagement meeting requirement under Section 34-13(b)(2) of the Land Development Regulations.

RECOMMENDATION:

Annexation Recommendation: Consider the annexation of the 1.1+/- acres of property located at 1165 War Eagle Blvd having Parcel I.D.: 21-35-30-00-769.

Comprehensive Plan Amendment Recommendation: Consider the findings based upon the staff analysis, information and evidence presented, and in accordance with the City Charter of the City of Titusville, the Code of Ordinances and Land Development Regulations, Section 34-40 of the Code, the adopted comprehensive plan and the provisions of Chapter 163 and 166, Florida Statutes in the request to change the future land use designation on the property from

Residential 15 (Brevard County) future land use designation to the Residential One future land use designation.

Rezoning Recommendation: Consider the findings based upon the staff analysis, information and evidence presented, and in accordance with the City Charter of the City of Titusville, the Code of Ordinances and Land Development Regulations, Section 34-40 of the Code, the adopted comprehensive plan and the provisions of Chapter 163 and 166, Florida Statutes in the request to change the zoning district on the property from Rural Residential RR-1 (Brevard County) zoning district to the Residential Estate (RE) zoning district.

To be Completed by Staff
Application No. _____
Date Received: _____
Received by: _____

APPLICATION FOR ANNEXATION

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 Bodin Residence	Property Address/Location Description 1165 War Eagle Blvd
2. Applicant/ Owner	Name of Applicant/Contact Stuart Bodin	Name of Owner Stuart Bodin
	Street Address 1165 War Eagle Blvd	Street Address 1165 War Eagle Blvd
	City State Zip Titusvile FL 32796	City State Zip Titusville FL 32796
	Telephone # 321-289-5353 Fax #	Telephone # 321-289-5353 Fax #
	E-Mail Address sbodin1430@gmail.com	E-Mail Address sbodin1430@gmail.com
3. Applicant Status	☑ Owner ☐ Tenant ☐ Agent ☐ Other	
4. Parcel ID	21-3530-00-769	**Tax Acct.** 2135300
5. Site Size (Attach Legal Description)	Acres: 1.1	Square Feet: 47,916
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:** Family Residential **NORTH:** Family Residential **SOUTH:** Family Residential **EAST:** Family Residential **WEST:** Family Residential	
7. Current Designation	Future Land Use: Residential	Zoning:
8. Proposed Designations	* Future Land Use:	Zoning:

9. Building Status	Existing Building(s) on the site? Residential Home		New Building(s) proposed? n/a	
10. Current Use	Residential Home			
11. Check other applications submitted	Conditional Use ☐	Vacation of Easement ☐	Master Plan Approval ☐	*Future Land Use ☐
	Vacation of Right of Way ☐	Site Plan ☐	Subdivision/ Plat ☐	Rezoning ☑
12. Narrative	Please provide a brief description of the request and the proposed project: (Attach separate narrative page if necessary) I am seeking a municipal water hook up for this property after the flooding in fall of 2025 that contaminated our well and destroyed the equipment.			

- **All applications shall require Planning Staff review prior to submittal.**
- All applications shall be submitted to the Planning Department electronically and officially logged in by 4:00 p.m. on deadline dates.
- Incomplete applications and applications without appropriate backup information/justification will not be accepted and will not be considered to be officially submitted until the appropriate information is submitted. Meeting dates for incomplete applications will not be set until all required information is submitted.
- Petitions requiring review from other boards or commissions prior to being forwarded to the Planning and Zoning Commission (P&Z)/City Council are not guaranteed placement on the schedule noted above.
- 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.
- Per Section 30-411(a) of the Concurrency Management System: "Rezoning applications and annexation requests may be approved; however, such approval shall be conditional in nature and shall not entitle the applicant to proceed with the development unless the public facilities are available concurrent with the impacts of development as provided in the City's Transportation Infrastructure Technical Manual…" (See Acknowledgement statement #5 below)

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/ Stuart Bodin _____ 3-12-2026 _____

(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.*

FOR OFFICE USE ONLY

DATE RECEIVED: _____

ACCEPTED BY: _____

PLANNING AND ZONING COMMISSION DATE & TIME: _____

CITY COUNCIL DATE & TIME: _____

CASE NUMBER:

SUBMITTAL CHECKLIST

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, Preliminary Concurrency Assessment Application, and Fees	☐
2.	Warranty Deed	☐
3.	Notarized Owner Authorization Form (If applicable)	☐
4.	Legal Description using known benchmarks (from a certified survey)	☐
5.	Certified Survey (sealed and containing permanent reference points as described by Chapter 177, Florida Statutes, with bearings, distances and closures) in electronic PDF format	☐
6.	Conceptual Site Plan – **if not** included with a comprehensive plan application (minimum 24" x 36") in electronic PDF format.	☐
7.	Names and addresses of all property owners within 500 feet of the subject property. *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.	If the request involves a change to a higher density of residential use or from residential to non-residential, detail how surrounding neighbors will be contacted.	☐
9.	Pre-Application Meeting Held – Date: Staff in Attendance:	☐

IF A CONCEPTUAL SITE/SUBDIVISION PLAN IS INCLUDED, THE FOLLOWING SHALL BE SUBMITTED:

1.	Electronic certified boundary survey depicting existing site features (wetlands, water bodies, topographic contours, existing structures).	☐
2.	The County's zoning and future land use maps.	☐
3.	Any proposed reservation or dedication of land for public purposes.	☐
4.	100-year Flood Zone for all sites outside the X floodplain.	☐
5.	Estimated build-out date.	☐

Applicant Signature* Date

/s/ Stuart Bodin 3-12-2026

* *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.*

Titusville
Gateway to Nature & Space

APPLICATION FOR REZONING (REZ) / PLANNED DEVELOPMENT (PD) / MASTER PLAN (MP)

Please submit electronically a completed application including 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: Bodin Residence	Property Address/Location Description: 1165 War Eagle Blvd Titusville Fl 32
2. Type of Request	Rezoning (REZ) ☑	Planned Development (PD) ☐ Master Plan (MP) ☐
2. Applicant/ Owner	Name of Applicant/Contact: Stuart Bodin Street Address: 1165 War Eagle Blvd City: Titusville State: Fl Zip: 32796 Telephone #: 321-289-5353 Fax #: E-Mail Address: sbodin1430@gmail.com	Name of Owner: Stuart Bodin Street Address: 1165 War Eagle Blvd City: Titusville State: FL Zip: 32796 Telephone #: 321-289-5353 Fax #: E-Mail Address: sbodin1430@gmail.com
3. Applicant Status	☑ Owner ☐ Tenant ☐ Agent ☐ Other	
4. Parcel ID	21-3530-00-769	**Tax Acct.** 2135300
5. Site Size	Acres: 1.1	Square Feet: 47,916 sql
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:** Family Residential **SOUTH:** Family Residential **EAST:** Family Residential **WEST:** Family Residential	

7. Current Future Land Use Designation	Future Land Use:			
8. Existing Zoning District				
9. Proposed Zoning District				
10. Building Status	Existing Building(s) on the site?		New Buildings Proposed?	
11. Note any previous rezonings on the site				
12. Check other applications submitted	Conditional Use ☐	Vacation of Easement ☐	Master Plan Approval ☐	Rezoning ☐
	Vacation of Right of Way ☐	Site Plan ☐	Subdivision/ Plat ☐	Other:
13. Narrative	Please provide a brief description of your request and the proposed project: (Attach separate narrative page if necessary)			

- **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.
6. I understand that as the Applicant, I must hold a public meeting prior to the scheduling of any public hearings before the Planning and Zoning Commission or City Council for this item. Notices for this meeting must be sent to all property owners within 500 feet of the subject property.

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/ _____ 3-12-2026
(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 5 and 6)

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) in electronic PDF format	☐
6.	Names, addresses and address labels for all property owners within 500 feet of the subject property. *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.*	☐
7.	For **Planned Development and Master Plan** applications, a conceptual site plan (minimum 24" x 36") in electronic PDF format. See table below for requirements.	☐
8.	For **Planned Development and Master Plan** applications, a Planned Development Ordinance establishing the development standards for the Planned Development.	☐
9.	For **Master Plan** applications, a Unified Control Agreement pursuant to Sec. 34-54 of the Land Development Regulations.	☐
10.	Pre-Application Meeting Date: Staff in Attendance:	☐
11.	Community Meeting per Ordinance 26-2019 – Tentative meeting date _____	☐
12.	Completed Concurrency Application	☐

Conceptual Site Plan Checklist

(Development Review Procedures Manual Section 5 and 6)

THE CONCEPTUAL SITE PLAN SHALL INCLUDE THE FOLLOWING:

1.	All information required for a sketch plat. (if applicable)	☐
2.	Development plan identifying the location and acreage of each component and district of the project, including the location and placement of proposed land uses by type and density, density, layout of lots, open space designation, location of landscape buffer areas required by these regulations, recreational facilities, commercial uses, other permitted uses, off-street parking and loading locations and refuse collection locations.	☐
3.	Development plans showing access and buffer areas (both external and internal) to the development and how pedestrian and other non-motoring travel will be safely integrated.	☐
4.	Tabulations of acreage devoted to each use and total gross acreage of the project. These tabulations shall include acreage totals for each use, open space designations, recreation facilities, streets, parks, schools and other uses. Within these tabulations, information relative to the total number and type of residential units, the residential density for each type of unit, and the overall residential density of the project shall be provided.	☐
5.	An environmental component, including maps and analyses, which determine the effect of the proposed development upon the conservation/preservation of native habitat, wildlife, floodplains, recreation advantages wetlands and other natural resources	☐
6.	Documentation as to the impact of the proposed development on the levels of service for roads, potable water, sanitary sewer, solid waste drainage, parks and any other public facilities and services. (Preliminary Concurrency Analysis)	☐
7.	A stormwater management plan with sufficient detail included to demonstrate that the proposed development can comply with the requirements of the Land Development Regulations.	☐
8.	The location of existing buildings and structures including the dimensions.	☐

CONCURRENCY

City of Titusville
Preliminary Concurrency Assessment

Project Name: Bodin Residence
Project Location:
Submitted By: Date:
Company Name: Email:

Concurrency Assessment Requirements

1. Project Developer/Engineer:
   Address: 21-3530-00-769
   City: Titusville State: FL Zip: 32796
   Email: Phone: Fax:
2. Property Owner:
   Address:
   City: Titusville State: FL Zip:
   Email: Phone: Fax:
3. Size of proposed development (acres):
4. Parcel ID Number: 2135300
5. Tax Account Number:
6. Name of Primary Access Point(s): Family Residential

   Family Residential
7. Name of Secondary Access Point(s):

   Family Residential
8. Are there any existing structures or improvements on the site. Yes ☐ No ☑
   If yes please describe:

   Family Residential
9. Proposed Use(s):
   Residential Uses ☐ Single Family Number of Lots:
   ☐ Multi-family Number of Units:
   No. of Buildings: Bldg. Height: (ft)

   Non-Residential Use Use: Area: (ft²)
   Use: Area: (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	Convenience 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
Manufacturing	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.

9. Current Designation	Future Land Use:		Zoning:	
10. Proposed Designations	Future Land Use:		Zoning:	
11. Subject Property	Current Use:		Proposed Use:	
12. Note any previous amendments on the site				
13. Check other applications submitted	Conditional Use ☐	Vacation of Easement ☐	Master Plan Approval ☐	Rezoning ☐
	Vacation of Right of Way ☐	Site Plan ☐	Subdivision/ Plat ☐	Other:
14. Narrative	Please provide a brief description of the request and the proposed project: (Attach separate narrative page if necessary)			

- **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 schedule noted above.
- 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.

Titusville
Gateway to Nature & Space

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

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. Annexation	Does the request include an annexation?	☑ Yes ☐ No
2. Regular or Small Scale Amendment	Regular Amendment (CPA) Property **50 acres or greater** ☐	Small Scale Amendment (SSA) Property **less than 50 acres** ☑
3. Project Information	Project Name: Bodin Residence	Property Address/Location Description: 1165 War Eagle Blvd. Titusville Fl 3
4. Applicant / Owner	Name of Applicant/Contact: Stuart Bodin	Name of Owner: Stuart Bodin
	Street Address: 1165 War Eagle Blvd	Street Address: 1165 War Eagle Blvd
	City: Titusville State: FL. Zip: 32796	City: Titusville State: FL Zip: 32796
	Telephone #: 321-289-5353 Fax #:	Telephone #: 321-289-5353 Fax #:
	E-Mail Address: sbodin1430@gmail.com	E-Mail Address: sbodin1430@gmail.com
5. Applicant Status	☑ Owner ☐ Tenant ☐ Agent ☐ Other	
6. Parcel ID	21-3530-00-769	**Tax Acct.** 2135300
7. Site Size (Attach Legal Description)	Acres: 1.1	Square Feet: 47,916
8. 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: Family Residential	
	SOUTH: Family Residential	
	EAST: Family Residential	
	WEST: Family Residential	

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.
6. I understand that as the Applicant, I must hold a public meeting prior to the scheduling of any public hearings before the Planning and Zoning Commission or City Council for this item. Notices for this meeting must be sent to all property owners within 500 feet of the subject property.

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/ _____ 3-12-2026
(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 4)

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) in electronic PDF format.	☐
6.	Names, addresses and address labels for all property owners within 500 feet of the subject property. *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*	☐
7.	Additional site-specific data as necessary to describe any impacts to conservation / wetland areas, and other environmentally sensitive resources, including any mitigation efforts to be proposed or required by these regulations.	☐
8.	Traffic counts and Level of Service (LOS) on streets providing access to subject property may be required by the City. A determination of the needed information will be provided by the City prior to submittal of the request.	☐
9.	Pre-Application Meeting Held – Date: Staff in Attendance:	☐
10.	Preliminary School Concurrency Determination Submitted. Contact Brevard County Public Schools, David Lindemann to receive this application for completion. Lindemann.David@BrevardSchools.org	☐
11.	Community Meeting per Ordinance 26-2019 – Tentative meeting date _____	☐
12.	Completed Concurrency Application	☐

Conceptual Site Plan Checklist

(Development Review Procedures Manual Section 4)

In order to illustrate the proposed use of the property to be rezoned, the applicant is encouraged to submit a conceptual site plan in support of the proposal. If a conceptual site plan or developer's agreement is not provided with the application, the City shall review the application based on the most intensive land use and the maximum intensity and/or density within the zoning district requested within the application. If a conceptual site plan is submitted, the following information shall be provided:

1.	A vicinity map indicating the general location of the abutting streets and utilities.	☐
2.	General information regarding the existing site conditions and physical characteristics, adjacent community facilities and public utilities, and surrounding property conditions.	☐
3.	General description of the proposed development including the total acreage, the proposed number of buildings, or the number of units.	☐
4.	The location of existing buildings and structures including the dimensions.	☐
5.	The means of ingress and egress to the project.	☐
6.	General location and dimension of all existing and proposed parking and/or loading areas.	☐
7.	Information showing approximate location of all structures and major features, setbacks, distance between structures and property lines, floor areas, width of driveways, parking spaces, property or lot lines, percent of property or lot lines, percent of property coverage.	☐

CONCURRENCY

City of Titusville
Preliminary Concurrency Assessment

Project Name: Bodin Residence
Project Location:
Submitted By: Date:
Company Name: Email:

Concurrency Assessment Requirements

1. Project Developer/Engineer:
   Address:
   21-3530-00-769
   City: Titusville State: FL Zip: 32796
   Email: Phone: Fax:
2. Property Owner:
   Address:
   City: Titusville State: FL Zip:
   Email: Phone: Fax:
3. Size of proposed development (acres):
4. Parcel ID Number: 2135300
5. Tax Account Number:
6. Name of Primary Access Point(s): Family Residential

   Family Residential
7. Name of Secondary Access Point(s):
   Family Residential
8. Are there any existing structures or improvements on the site. Yes: ☐ No: ☑
   If yes please describe:
   Family Residential
9. Proposed Use(s):
   Residential Uses ☐ Single Family Number of Lots:
   ☐ Multi-family Number of Units:
   No. of Buildings: Bldg. Height: (ft)

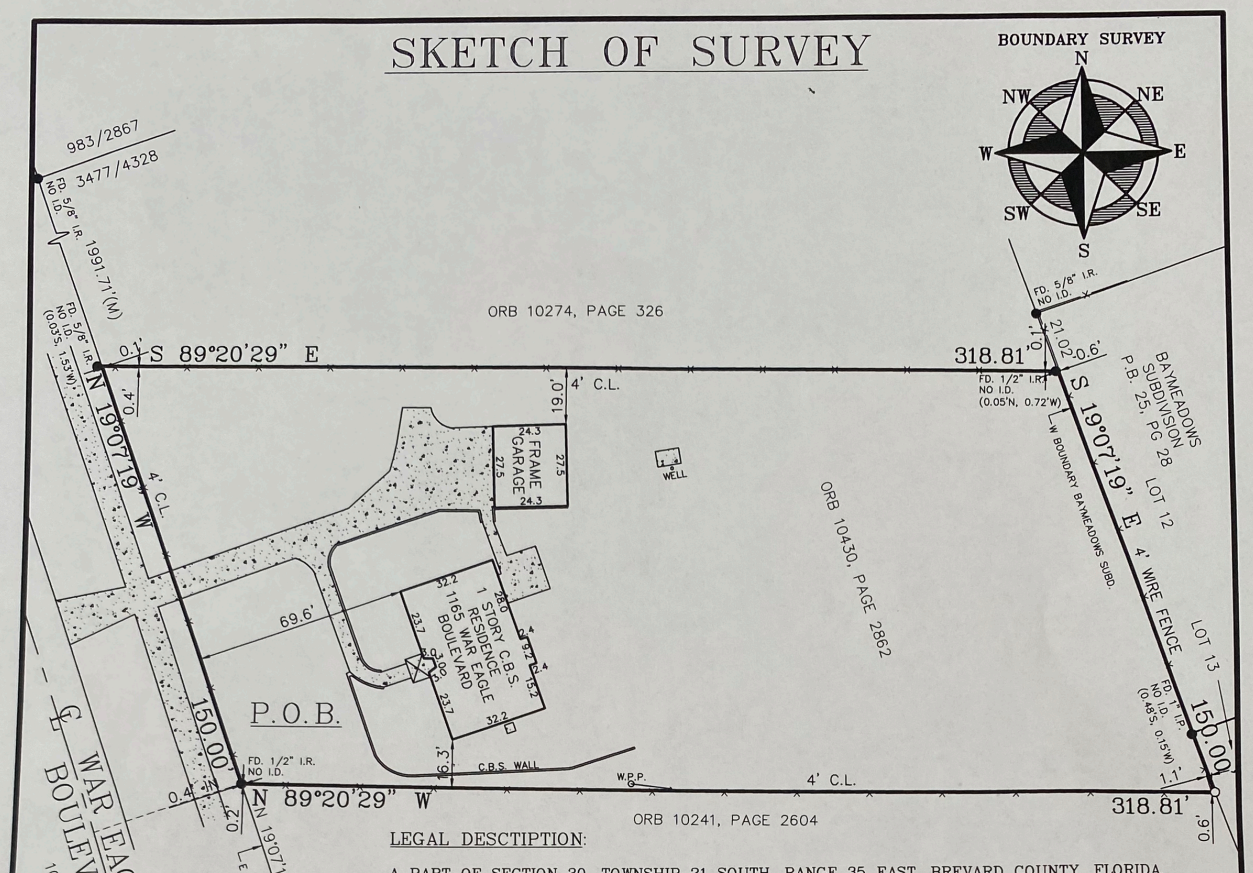
   Non-Residentail Use Use: Area: (ft²)
   Use: Area: (ft²)
   Use: Area: (ft²)
   Use: Area: (ft²)

(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	Convenience Market w/gas & fast food	Movie Theator	Office over 10,000 GSF
New & Used Auto Sales	Retail over 500,000 GSF	Golf Course	School (Elementary)	Furniture Store
Manufacturing	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.

SKETCH OF SURVEY



LEGAL DESCTIPTION:

A PART OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 30, THENCE SOUTH 89°20'29" EAST ALONG THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 190.48 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF WAR EAGLE BOULEVARD (A 100 FOOR RIGHT-OF-WAY); THENCE NORTH 19°07'19" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 300 FEET TO THE POINT OF BEGINNING OF SAID LANDS HEREIN DESCRIBED: THENCE CONTINUE NORTH 19°07'19" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 150.00 FEET; THENCE SOUTH 89°20'29" EAST, 318.81 FEET TO THE WESTERLY BOUNDARY OF BAYMEADOWS SUBDIVISION AS DESCRIBED IN PLAT BOOK 25, PAGE 58, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 19°07'19" EAST ALONG SAID WESTERLY BOUNDARY, 150.00 FEET; THENCE NORTH 89°20'29" WEST, 318.81 FEET TO THE POINT OF BEGINNING.

THE PURPOSE OF THIS SURVEY IS TO ESTABLISH THE BOUNDARY IN ACCORDANCE WITH THE FURNISHED LEGAL DESCRIPTION AND SHOW THE ABOVE GROUND IMPROVEMENTS TO ENABLE THE BUYERS OF THIS PROPERTY TO OBTAIN TITLE INSURANCE AND FINANCING.

LEGEND:

A/C = AIR CONDITIONER
A.K.A. = ALSO KNOWN AS
ALUM = ALUMINUM
AVE = AVENUE
BLK = BLOCK
BLVD = BOULEVARD
BM = BENCHMARK
(CALC) = CALCULATED
CB = CHORD BEARING
C.B.S. = CONCRETE BLOCK STRUCTURE
CD = CHORD DISTANCE
C.L. = CHAIN LINK FENCE
℄ = CENTER LINE
CM = CONCRETE MONUMENT
CONC. = CONCRETE
CT = COURT
(D) = DEED
DR = DRIVE
DB = DEED BOOK
D/W = DRIVEWAY

50x00 = PROPOSED ELEVATION
50x00 = ELEVATION SHOT
= DRAINAGE FLOW
ESMT = EASEMENT
ELEV = ELEVATION
FF = FINISH FLOOR
FD = FOUND
FH = FIRE HYDRANT
I.P. = IRON PIPE
I.R. = IRON ROD
LB = LICENSED BUSINESS
(M) = MEASURED
N/D = NAIL & DISK
N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM
ORB = OFFICIAL RECORDS BOOK
OHW = OVERHEAD WIRE
(P) = PLAT
(P.R.) = PRO-RATED
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

= WETLAND FLAGS
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT
PC = POINT OF CURVATURE
PRC = POINT OF REVERSE CURVATURE
P.T. = POINT OF TANGENCY
P.I. = POINT OF INTERSECTION
PCP = PERMANENT CONTROL POINT
PLS = PROFESSIONAL LAND SURVEYOR
PG = PAGE
PB = PLAT BOOK
R/W = RIGHT-OF-WAY
R.P. = RADIUS POINT
S.P. = SCREEN PORCH
ST = STREET
S/W = SIDEWALK
W.F. = WOOD FENCE
WM = WATER METER
WV = WATER VALVE

SURVEY SYMBOLS

± = MORE OR LESS
○ = POWER POLE
⟶ = GUY WIRE
L = ARC LENGTH
R = RADIUS
△ = DELTA
= COVERED AREA
= CONC.
= CENTER LINE
—X— = FENCE
= EASEMENT
● = FOUND AS NOTED
▲ = FOUND NAIL & DISK
■ = FOUND CONCRETE MONUMENT
○ = SET 5/8" IRON ROD "COOPER LB 6544"
△ = SET NAIL & DISK "COOPER LB 6544"
□ = SET 4"x4" CONCRETE MONUMENT "COOPER LB 6544"

DRAWN BY: JAB | CHECKED BY: J.W.C.

SCALE: 1" = 20'

SECTION 30, TOWNSHIP 21 S., RANGE 35 E.

LEGAL DESCRIPTION:
SEE ABOVE

CERTIFIED TO:
STUART BODIN AND GLORIA BODIN

PROJECT No.	DATE	REVISION
SURVEY DATE: 4/14/26	PROJECT # 26-04-21	

SURVEYORS NOTES:

1. Unless otherwise noted, only platted easements are shown hereon.
2. No underground utilities or improvements were located unless otherwise shown.
3. The surveyor no longer certifies the F.E.M.A. Zone. This certification is made by an independent contractor of the Federal Government. As a courtesy to the client, this surveyor feels that this parcel lies in F.I.R.M. Zone X/AE per Community Panel No. 125092C0115H, dated 1/29/21.
4. Unless otherwise noted, any elevations shown are based on assumed datum.
5. Bearing shown hereon are based on the EAST R/W LINE OF WAR EAGLE BOULEVARD as being N 00°00'00" W, according to the DEED as recorded in official records book 10430, at page 2862 of the Public Records of Brevard County, Florida.
6. This survey is prepared and certified for the exclusive use of the client named hereon.
7. Unless this sketch of survey bears the signature and raised seal of John W. Cooper PLS 5093, it is for information purposes only and is not a valid survey.
8. Additions or deletions to this sketch of survey by other than the signing party is prohibited without written consent of the signing party.
9. Ownership of fences is unknown unless otherwise noted. Due to the nature of fences it is recommended that you contact the undersigned surveyor prior to removal or installation of any fence.

John W. Cooper
LAND SURVEYING, INC.
2326 S. HOPKINS AVENUE
Titusville, Florida 32780
LB 6544
(321) 268-5646

This is to certify that this survey was made under my supervision and that the sketch hereon is a true and accurate representation thereof and that said survey meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Section 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

John W. Cooper PSM 5093 — Date Signed 5/5/26

ORDINANCE NO. XX-2026

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING SECTION 7, CHAPTER 63-2001, LAWS OF FLORIDA, SPECIAL ACTS OF 1963, BY ANNEXING CERTAIN PROPERTY LOCATED AT 1165 WAR EAGLE BOULEVARD HAVING PARCEL ID NUMBER: 21-35-30-00-769 TO BE INCLUDED WITHIN THE CITY LIMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Stuart Bodin has submitted a petition for voluntary annexation as the property owner of the below described property pursuant to Section 171.044, *Florida Statutes*; and

WHEREAS, the City has found and determined that said annexation complies with Chapter 171, *Florida Statutes*, and applicable provisions of law; and

WHEREAS, the City desires to annex said property and to incorporate the same in the City limits of the City of Titusville.

BE IT ENACTED BY THE CITY OF TITUSVILLE, FLORIDA, as follows:

SECTION 1. That Section 7 of Chapter 63-2001, Laws of Florida, Special Acts of 1963, is amended, pursuant to Section 171.044, *Florida Statutes*, to include within the corporate limits of the City of Titusville, Florida, and to redefine the boundary lines of the City limits of the City of Titusville to include the following described property:

LEGAL DESCRIPTION:

A PART OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 30, THENCE SOUTH 89°20'29" EAST ALONG THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 190.48 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF WAR EAGLE BOULEVARD (A 100 FOOT RIGHT-OF-WAY); THENCE NORTH 19°07'19" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 300 FEET TO THE POINT OF BEGINNING OF SAID LANDS HEREIN DESCRIBED: THENCE CONTINUE NORTH 19°07'19" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 150.00 FEET; THENCE SOUTH 89°20'29" EAST, 318.81 FEET TO THE WESTERLY BOUNDARY OF BAYMEADOWS SUBDIVISION AS DESCRIBED IN PLAT BOOK 25, PAGE 58, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 19°07'19" EAST ALONG SAID WESTERLY BOUNDARY, 150.00 FEET; THENCE NORTH 89°20'29" WEST, 318.81 FEET TO THE POINT OF BEGINNING.

A copy of the map showing the area to be annexed is attached hereto and made part hereof.

SECTION 2. SEVERABILITY. If any provisions 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 3. 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 4. EFFECTIVE DATE. This Ordinance shall take effect immediately. However, the City of Titusville's Land Development Regulations Section 30-411 states such approval shall be conditional in nature and shall not entitle the applicant to proceed with the development unless the public facilities are available concurrent with the impacts of development.

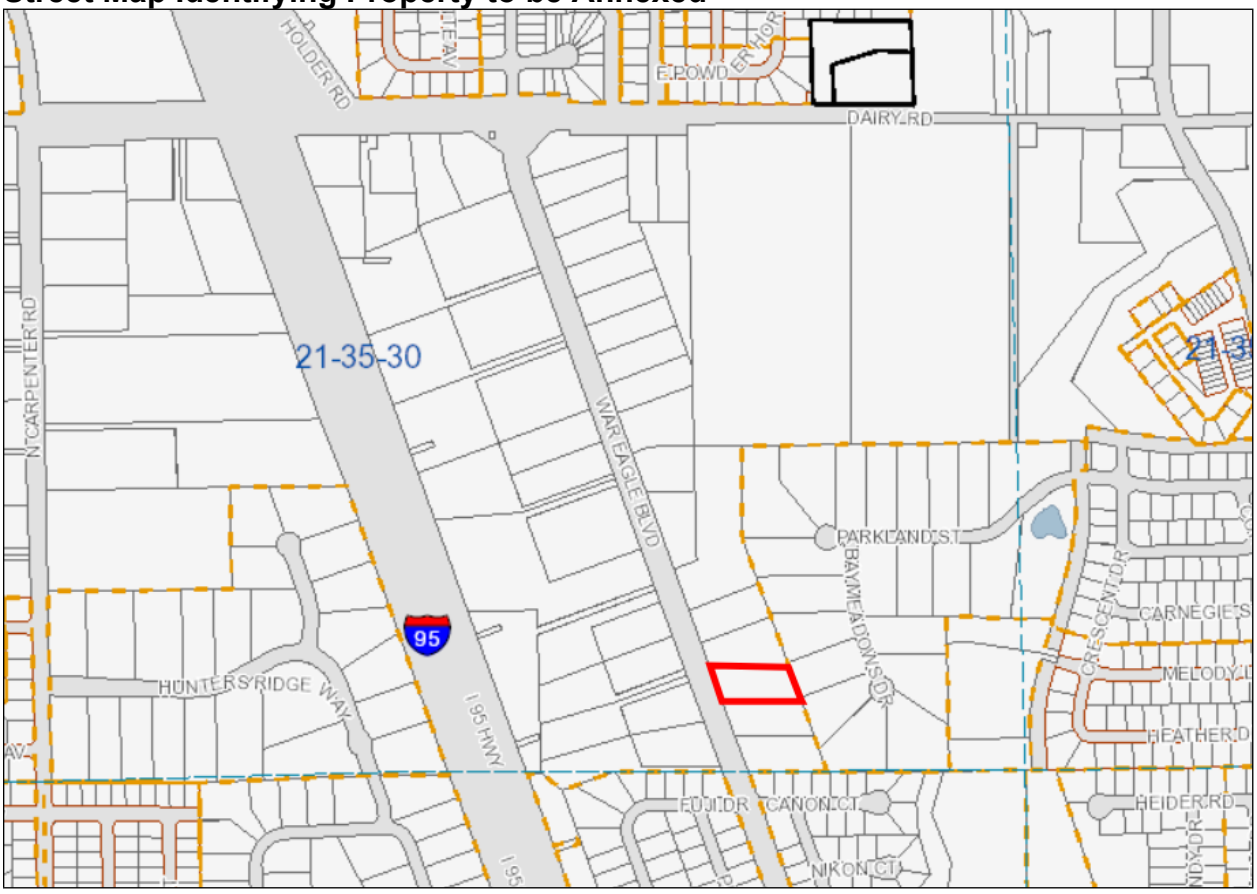
PASSED AND ADOPTED this XXth day of [Month] 2026.

_____
Andrew Connors, Mayor

ATTEST:

_____
Wanda F. Wells, City Clerk

Street Map Identifying Property to be Annexed



ORDINANCE NO. XX-2026

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING ORDINANCE NO. 60-1988, WHICH ADOPTED THE COMPREHENSIVE PLAN OF THE CITY OF TITUSVILLE, BY AMENDING THE FUTURE LAND USE DESIGNATION ON PROPERTY LOCATED AT 1165 WAR EAGLE BOULEVARD FROM RESIDENTIAL 15 (BREVARD COUNTY) TO RESIDENTIAL ONE (RES-1) ON 1.1+/- ACRES OF PROPERTY HAVING PARCEL ID NO. 21-35-30-00-769; PROVIDING FOR SEVERABILITY; REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Titusville, pursuant to Chapter 163, Florida Statutes, desires to amend its Comprehensive Plan adopted by Ordinance No. 60-1988; and

WHEREAS, a first and second public hearing has been held on the Comprehensive Plan amendment before the Local Planning Agency and the local governing body; and

WHEREAS, the City of Titusville finds that said Comprehensive Plan Amendment has been processed in accordance with the applicable law and desires to amend the Comprehensive Plan.

BE IT ENACTED BY THE CITY OF TITUSVILLE, FLORIDA:

SECTION 1. RECITALS. The foregoing recitals are deemed true and correct and are hereby adopted and incorporated herein by this reference.

SECTION 2. The City of Titusville's Comprehensive Plan is hereby amended by adopting Small Scale Comprehensive Plan Amendment No. 2-2026 which amends the City of Titusville's Future Land Use Map by changing the land use designation on property located at 1165 War Eagle Boulevard from Residential 15 (Brevard County) to Residential One (RES-1) on 1.1+/- acres of property having Parcel ID No. 21-35-30-00-769; as described in "Exhibit A".

SECTION 3. SEVERABILITY. If any provisions of this Ordinance are 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 4. 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 5. EFFECTIVE DATE. This Ordinance shall take effect 31 days after adoption pursuant to Section 163.3187(5)(c), Florida Statutes.

PASSED AND ADOPTED this ___ day of _____ 2026.

Andrew Connors, Mayor

ATTEST:

Wanda F. Wells, City Clerk

Exhibit A

LEGAL DESCRIPTION:

A PART OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 30, THENCE SOUTH 89°20'29" EAST ALONG THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 190.48 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF WAR EAGLE BOULEVARD (A 100 FOOT RIGHT-OF-WAY); THENCE NORTH 19°07'19" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 300 FEET TO THE POINT OF BEGINNING OF SAID LANDS HEREIN DESCRIBED: THENCE CONTINUE NORTH 19°07'19" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 150.00 FEET; THENCE SOUTH 89°20'29" EAST, 318.81 FEET TO THE WESTERLY BOUNDARY OF BAYMEADOWS SUBDIVISION AS DESCRIBED IN PLAT BOOK 25, PAGE 58, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 19°07'19" EAST ALONG SAID WESTERLY BOUNDARY, 150.00 FEET; THENCE NORTH 89°20'29" WEST, 318.81 FEET TO THE POINT OF BEGINNING.

ORDINANCE NO. XX-2026

AN ORDINANCE AMENDING ORDINANCE NO. 5-1993 OF THE CITY OF TITUSVILLE, FLORIDA, BY AMENDING THE ZONING MAP MADE PART OF SAID ORDINANCE BY REFERENCE, BY CHANGING THE ZONING CLASSIFICATION ON PROPERTY LOCATED AT 1165 WAR EAGLE BOULEVARD FROM RURAL RESIDENTIAL RR-1 (BREVARD COUNTY) TO RESIDENTIAL ESTATE (RE) ON 1.1+/- ACRES OF PROPERTY HAVING PARCEL ID NO. 21-35-30-00-769; PROVIDING FOR SEVERABILITY; REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Titusville received an application for a rezoning from certain property owners; and

WHEREAS, a first and second public hearing has been held on the rezoning before the Local Planning Agency and the local governing body and after considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, the City Council of the City of Titusville hereby finds the requested change consistent with the Comprehensive Plan and that sufficient competent and substantial evidence supports the zoning change set forth herein; and

WHEREAS, the City of Titusville finds that said rezoning has been processed in accordance with the applicable law and desires to amend its Zoning Map to change the zoning designation on said property; and

WHEREAS, the City Council of the City of Titusville desires to amend its Zoning Map.

BE IT ENACTED BY THE CITY OF TITUSVILLE, FLORIDA:

SECTION 1. RECITALS. The foregoing recitals are deemed true and correct and are hereby adopted and incorporated herein by this reference.

SECTION 2. Ordinance No. 5-1993 is hereby amended by amending the Zoning Map of the City of Titusville, made a part of said Ordinance by reference, by designating the following property described in “Exhibit A”, presently zoned Rural Residential RR-1 (Brevard County) to Residential Estate (RE), as approved by City Council.

SECTION 3. This ordinance shall take effect simultaneously with the effective date of Small-Scale Amendment (SSA) No. 2-2026 contained in Ordinance XX-2026.

SECTION 4. 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 5. 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 6. INCORPORATION INTO 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.

PASSED AND ADOPTED this _____ day of _____ 2026.

_____

Andrew Connors, Mayor

ATTEST:

_____

Wanda F. Wells, City Clerk

Exhibit A

LEGAL DESCRIPTION:

A PART OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 30, THENCE SOUTH 89°20'29" EAST ALONG THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 190.48 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF WAR EAGLE BOULEVARD (A 100 FOOT RIGHT-OF-WAY); THENCE NORTH 19°07'19" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 300 FEET TO THE POINT OF BEGINNING OF SAID LANDS HEREIN DESCRIBED: THENCE CONTINUE NORTH 19°07'19" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 150.00 FEET; THENCE SOUTH 89°20'29" EAST, 318.81 FEET TO THE WESTERLY BOUNDARY OF BAYMEADOWS SUBDIVISION AS DESCRIBED IN PLAT BOOK 25, PAGE 58, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 19°07'19" EAST ALONG SAID WESTERLY BOUNDARY, 150.00 FEET; THENCE NORTH 89°20'29" WEST, 318.81 FEET TO THE POINT OF BEGINNING.

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Bradley Parrish, Community Development Director

Subject: **Professional Planning & Engineering Consulting Services - Royal Oak**

Department/Office: Purchasing and Contracting

Recommended Action:

Approve the rankings and final recommendation of the top-ranked firm responding to RFQ #26-Q-045 TB, Professional Engineering Services for the Royal Oak study. Authorize staff to enter into contract negotiations with the recommended firm, final contract approval and project cost will be brought back to City Council for approval.

Summary Explanation & Background:

RFQ #26-Q-045TB was posted on June 17, 2026, on Euna OpenBids and the City's website. The solicitation was broadcast through Euna OpenBids to 1009 registered firms for related commodity codes and 15 supplemental - known service provider contacts, resulting in 36 planholders and three submitted proposals received on July 13, 20226.

An Evaluation Committee consisting of Kent Burnaw - Neighborhood Services Technician, Kevin Cook, P.E. – Assistant City Manager, Eddy Galindo - Principal Planner, Mark Jones - Plan Review Technician, and Sandra Reller – Public Works Director, convened on July 29, 2026, to hear oral presentations and evaluate the three responding firms. After discussion, scoring and ranking the proposals, the committee unanimously recommended (3-0) to request council approval of the rankings and the delegation to staff to enter negotiations with the top-ranked firm, Zev Cohn & Associates.

The committee scored and ranked the firms as follows:

PROPOSERS	Location
# 1 Ranked Zev Cohn & Associates	Ormond Beach, FL
# 2 Ranked Tetra Tech, Inc	Cocoa, FL

# 3 Ranked Land Design, Inc	Orlando, FL

It is recommended that City Council approve the rankings and final recommendation of the top-ranked firm responding to RFQ #26-Q-045 TB, Professional Engineering Services for the Royal Oak study. Authorize staff to enter into contract negotiations with the recommended firm, final contract approval and project cost will be brought back to City Council for approval.

Alternatives:
Do not approve the ranking and contract negotiations, and provide additional direction to staff.

Item Budgeted:
N/A - Project cost will be brought back to council

Source/Use of Funds/Budget Book Page:
001-1905-515.31-01-GF2602

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:
1. FINAL Committee Score Sheet
2. Zev Cohen & Associates CO-26-Q-045TB
3. FINAL All in one Score Sheet
4. Tetra Tech RFQ CO-26-Q-045 TB-Royal Oak
5. LandDesign_Royal Oak - CO-26-Q-045TB

RFQ Title/Name:	Professional Planning & Engineering Consulting Services-Royal Oak
RFQ#:	CO-26-Q-045/TB
Meeting Date:	July 29, 2026
Posting DATE/TIME:	8/4/2026 10:00

	Committee Member Consolidated Ranking						
Proposer	Kent Burnaw	Kevin Cook	Eddy Galindo	Mark Jones	Sandra Reller	Total Score	Rank
Zev Cohn & Associates	1	2	2	1	1	7	1
Tetra Tech, Inc	2	1	1	3	2	9	2
Land Design, Inc	3	3	3	2	3	14	3

Intended Award & Negotiation: Zev Cohn & Associates

Pursuant to Florida Statutes, Chapter 120.57, any person who is adversely affected by the City's decision or intended decision shall file a written notice of protest with the Purchasing & Contracting Administration Division within 72 hours after the posting (electronic or otherwise) of one of the following, whichever occurs first: (i) notice of decision or (ii) bid tabulation stating the intended decision. The nature of the protest must be followed within ten (10) days of filing a formal written notice fully detailing all elements, which promulgated the protest. All decisions of the governing body are final. Failure to file a protest within the time prescribed in section 120.57(3), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Tracy Bailey

Digitally signed by: Tracy Bailey
DN: CN = Tracy Bailey email = tracy.bailey@titusville.com C = US O = City of Titusville
Date: 2026.08.04 09:56:47 -04'00'

CITY OF

TITUSVILLE

ROYAL OAK REDEVELOPMENT RFQ

RFQ No. CO-26-Q-045 TB

Beyond Design

Redevelopment Rooted in Community

Designed For The Future

ZEVCOHEN & ASSOCIATES INC

- CIVIL ENGINEERING
- PLANNING
- LANDSCAPE ARCHITECTURE
- ENVIRONMENTAL SERVICES
- LAND PLANNING
- CONSTRUCTION ADMINISTRATION

TAB 1. TITLE PAGE

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd., Suite C, Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-2505 • www.zevcohen.com

City of Titusville

Request for Statement of Qualifications for

Professional Planning & Engineering Consulting Services – Royal Oak

RFQ# CO-26-Q-045TB

Submitted By:

Zev Cohen & Associates, Inc.
300 Interchange Blvd. Ste. C
Ormond Beach, FL 32174
(386) 677-2482
Robert J. Ball, P.E., President

July 9, 2026

TAB 2. TABLE OF CONTENTS

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd., Suite C, Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-2505 • www.zevcohen.com

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TAB 3. LETTER OF TRANSMITTAL

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd., Suite C, Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-2505 • www.zevcohen.com

LETTER OF TRANSMITTAL

Dear Ms. Bailey and Members of the Evaluation Committee,

Zev Cohen & Associates (ZCA) is pleased to submit our response to City of Titusville RFQ# CO-26-Q-045 TB, Professional Planning & Engineering Consulting Services for Royal Oak. We have assembled a multidisciplinary team of planners, engineers, surveyors, environmental scientists, and geologists with an extensive working history on redevelopment projects that depend on close community involvement.

The City is seeking a comprehensive analysis of existing conditions and a forward-looking redevelopment plan. The defining challenge runs deeper, recognizing the role the Royal Oak Golf and Country Club played in shaping the surrounding neighborhood and reflecting that history in a plan that genuinely addresses residents' concerns. The ZCA Team has the experience and perspective to bring private and public interests together toward a successful, compatible redevelopment.

Florida has no shortage of closed and deteriorating golf courses that place real strain on adjacent property owners and their communities. ZCA is currently engaged in one of the most demanding of these, the redevelopment of the former Tomoka Oak Golf Course in Ormond Beach, a highly contentious effort marked by strong community concern and protracted entitlement disputes. Working through that project has given our team a hard-earned, practical command of the land use compatibility analysis and stakeholder communication required to move a closed golf course toward a workable outcome. This work calls for fluency in redevelopment, open space planning, and land development practice, along with the discipline to produce an implementable plan anchored by a public outreach program that brings stakeholders to a genuine, shared understanding of the final plan.

Local knowledge will be an advantage here. Our team includes Lassiter Transportation Group (LTG) as a subconsultant to address the traffic concurrency issues central to this redevelopment. LTG operates from Melbourne and works regularly throughout Brevard County, bringing direct familiarity with local conditions. In addition, Principal Dwight DuRant, who serves as our Quality Assurance/Quality Control agent, was born and raised in the Royal Oak neighborhood and still has family in the area, giving our team firsthand institutional knowledge of the community and a personal stake in planning well for its future.

I will serve as Principal in Charge and will be responsible for administration of the contract; my contact information appears below.

Thank you for the opportunity to be considered. We look forward to demonstrating how the ZCA Team can help the City and the Royal Oak neighborhood move forward together.

Sincerely,

Robert J. (Bobby) Ball, P.E.

President

Zev Cohen & Associates, Inc.
300 Interchange Blvd. Ste. C
Ormond Beach, FL 32174
(386) 677-2482
bball@zevcohen.com

TAB 4. FIRM AND PERSONNEL QUALIFICATIONS

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd., Suite C, Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-2505 • www.zevcohen.com

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

Professional Planning & Engineering Consulting Services - Royal Oak (Titusville, FL)

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER
6/17/26	RFQ#CO-26-Q-045TB

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Robert J. Ball, Presdient

5. NAME OF FIRM

Zev Cohen & Associates, Inc.

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
(386) 677-2482	(386) 677-2505	bball@zevcohen.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check) PRIME	(Check) J-V PARTNER	(Check) SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	X			Zev Cohen & Associates, Inc. ☐ CHECK IF BRANCH OFFICE	300 Interchange Blvd., Suite C. Ormond Beach, FL 32174	Due diligence and planning services, civil engineering, environmental services, and landscape architecture
b.			X	Lassiter Transportation Group, Inc. ☒ CHECK IF BRANCH OFFICE	1049 Eber Blvd., Suite 104 Melbourne, FL 32904	Traffic Engineering
c.			X	Sliger & Associates, Inc. ☐ CHECK IF BRANCH OFFICE	3921 Nova Road Port Orange, FL 32127	Survey Services
d.			X	UES Professional Solutions, LLC ☒ CHECK IF BRANCH OFFICE	820 Brevard Avenue Rockledge, FL 32955	Geotechnical Engineering & Phase I Analysis
e.				☐ CHECK IF BRANCH OFFICE		
f.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM ☒ *(Attached)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Robert (Bobby) J. Ball, P.E.	Principal-in-Charge	27	27

15. FIRM NAME AND LOCATION *(City and State)*

Zev Cohen & Associates, Inc., 300 Interchange Blvd., Suite C, Ormond Beach, FL 32174

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
B.S. Civil Engineering, University of South Florida, 1998	Professional Engineer, Florida P.E. 60001

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Daytona International Speedway's Checkered Flag Committee, International Speedway Blvd. Coalition Member and Engineering Subcommittee Chair, American Society of Civil Engineers, 2009 Young Business Leader, Volusia/Flagler Business Report, Transportation Planning Organization Citizen – Advisory Board Member

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: One Daytona and International Speedway Corp. (ISC)/NASCAR Office Tower, Daytona Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

One Daytona is a mixed-use development across from Daytona International Speedway featuring 200,000 square feet of retail, dining, and entertainment space, a 2,500-seat movie theater, residential units, and a 160-room hotel. The project required a Comprehensive Plan Amendment, Comprehensive Signage Plan, and rezoning approvals, with our team managing the complex local and state entitlement process. ZCA also served as the project's Community Development District (CDD) consultant, providing planning and engineering services. The office tower achieved Gold LEED certification through innovative stormwater management and open-space design. Additional responsibilities included securing infrastructure grant funding, coordinating roadway improvements, and developing master-planned stormwater and utility systems, including a regional lift station, directional-drilled force main, and water infrastructure designed to accommodate special event demands.

Cost: $250M Project Role: Project Manager/Project Engineer

b.

(1) TITLE AND LOCATION *(City and State)*: Woodhaven Master Utility Plan, Port Orange, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Woodhaven is a 1,500-acre mixed-use development in Port Orange, Florida, planned to include up to 650,000 square feet of commercial space and 1,300 residential units. ZCA worked with the City and property owner to secure the necessary comprehensive plan amendments and rezoning approvals. The project required coordination with legal teams and careful planning to address environmental impacts, neighboring communities, development density, and utility infrastructure. ZCA also completed master utility planning and design analyses to confirm infrastructure capacity and develop efficient water and wastewater systems, including sewer lift stations, force mains, gravity sewers, potable water mains, and reclaimed water mains, while meeting safety and environmental regulations.

Cost: $6M Project Role: Principal-in-Charge

c.

(1) TITLE AND LOCATION *(City and State)*: Brown & Brown Headquarters Building, Daytona Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

ZCA provided site design for all civil and landscape components for the $40 million Brown & Brown Headquarters. The redevelopment is especially rewarding as it is an urban revitalization project which also provides brownfield remediation of a contaminated site. In addition, the project was partially funded through a public/private partnership with the City of Daytona Beach.

Cost: $40M Project Role: Principal-in-Charge

d.

(1) TITLE AND LOCATION *(City and State)*: Daytona Beach Riverfront Esplanade, Daytona Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2025; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

ZCA teamed up with other design professionals to develop the design of the downtown Daytona Beach Riverfront Park known as the Esplanade. This project consists of a revitalized downtown park that will draw residents and visitors to the area to explore the natural beauty of the Halifax River and to contribute to the growing redevelopment of the area. The park project will create open, pedestrian friendly pathways that will encourage visitors of the park to enjoy opportunities such as jogging, picnicking, and viewing some of the City's history, all in the same place.

Cost: $36.5M Project Role: Principal-in-Charge

e.

(1) TITLE AND LOCATION *(City and State)*: Daytona International Speedway Infield Fan Zone Redevelopment, Daytona Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2004; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

This project to totally renovate and update the infield garage area within the Speedway consisted of new tunnel, filling one-third of Lake Lloyd, and complete reconstruction of the garage and fan zone areas, a complete upgrade of the infield water and sewer systems of several thousand feet of gravity sewer main, force main, water main and a new lift station capable of handling the demands placed upon the Infield during Special Events. The project required constant presence during construction to handle the many unforeseen challenges from updating a system more than 50 years old. The Speedway also required that infield areas not under construction be utilized for three separate small events which required the use of the infrastructure. ZCA met these demands and brought the project in on time and under budget.

Cost: $80M Project Role: Project Manager/Project Engineer

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
M. Dwight DuRant, P.E.	Quaity Assurance/Quality Control Coordinator	43	39

15. FIRM NAME AND LOCATION *(City and State)*

Zev Cohen & Associates, Inc., 300 Interchange Blvd., Suite C, Ormond Beach, FL 32174

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
B.S. Civil Engineering, University of Florida, 1983	Professional Engineer, Florida P.E. 40318

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

American Society of Civil Engineers, Institute of Transportation Engineers, Ormond Beach Chamber Government Affairs Committee Member, Team Volusia Economic Development Corporation, Past Chairman of the Board, Volusia County Association for Responsible Development (VCARD) Executive Council, Daytona Beach Chamber of Commerce Economic Development Committee Member

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: One Daytona and International Speedway Corp. (ISC)/NASCAR Office Tower, Daytona Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

ZCA led the redevelopment planning for the former Tomoka Oaks Golf Course, a 148± acre site. Like the Royal Oaks course, Tomoka Oaks dates back to the 1960's and was developed in tandem with the surrounding residential subdivision of the same name; the Sam Snead–designed course operated for decades before closing several years ago, leaving a large, vacant tract embedded within an established single-family neighborhood. Recognizing that the central challenge of such a site is reconciling new development with the expectations of long-tenured surrounding residents, ZCA conducted an extensive, multi-meeting public outreach process to gather neighborhood input and guide the project's direction. That engagement directly informed the development of multiple redevelopment concepts, each evaluated against community feedback and compatibility with the existing subdivision pattern. The parallels to the Royal Oaks site, comparable age and origin, a closed mid-century course surrounded by an established community, and the need for a redevelopment program responsive to neighborhood concerns and genuine compatibility make this closely relevant experience for the work the City of Titusville is now seeking.

Cost: $30M Project Role: Principal-in-Charge

b.

(1) TITLE AND LOCATION *(City and State)*: Ormond Beach Police Department/EOC Relocation Feasibility Study, Ormond Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

The City of Ormond Beach requested that ZCA perform a feasibility study to investigate and analyze the necessity and options to relocate the existing police department into a better suited location to serve the needs of the citizens. The study also included a similar analysis to combine the facility with a new Emergency Operations Center. The primary reason for the study was to provide options to relocate the uses outside of current flood zone and storm surge areas. ZCA focused on two primary areas identified as the north US1 corridor and the west Granada corridor. Multiple potential sites were identified and rated based on criteria collectively selected by stakeholders within the various City departments.

Cost: $30K Project Role: Principal-in-Charge

c.

(1) TITLE AND LOCATION *(City and State)*: Andy Romano Beachfront Park, Ormond Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

ZCA was selected by the City of Ormond Beach to design a five acre beachfront park. The park amenities include pavilions, picnic areas, seating, covered playground, splash park, dune restoration and native landscaping, ADA beach access, restroom and vending facilities, beachfront parking, and viewing terraces. ZCA also worked closely with the City to provide a public outreach and a community engagement plan which allowed members of the community to play a role in developing the park that would leave a lasting impression for visitors of all ages. The original work was completed in 2013. ZCA is currently assisting the city with design of repairs to the seawall and ADA access ramp due to damage sustained during hurricanes Ian and Nicole in 2022.

Cost: $8M Project Role: Principal-in-Charge/QAQC

d.

(1) TITLE AND LOCATION *(City and State)*: John Anderson Drive Sidewalk Project, Ormond Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2014; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

The City of Ormond Beach retained ZCA to provide and incorporate a Public Involvement Process for the design and construction phases of the project. This task included a Public Input process to further assess the public's needs and desire for sidewalks along the east side of John Anderson Drive. ZCA conducted a public identification process which included a sidewalk survey. ZCA also advertised a community meeting and met one-on-one with residents and citizens regarding the status of the project, the public input process and understanding the issues. ZCA also conducted individual interviews at citizen's request for those with special concerns. Finally, ZCA conducted a public works advisory meeting, produced results of the sidewalk survey, created illustrations and maps and provided a summary of results for presentation to City Commission. This allowed the City Commission to make an informative decision regarding future design of the roadway.

Cost: $2M Project Role: Principal-in-Charge

e.

(1) TITLE AND LOCATION *(City and State)*: Daytona International Airport Master Stormwater Plan, Daytona Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

ZCA provided investigation, stormwater design and permitting services for this project. ZCA investigated past design and permitting of the site through Volusia County and St. Johns River Water Management District (SJRWMD) which included gathering information such as previous surveys, flood plain maps, aerial photography permits, etc. ZCA performed stormwater collection and conveyance calculations of the existing drainage facilities in order to produce stormwater management facilities for the project area as well as provide various treatment and storage options to address drainage, flood plain and stormwater management. ZCA assisted with the preparation and applications of various permits through SJRWMD and Volusia County.

Cost: $80M Project Role: Principal-In-Charge

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Mark P. Karet, AICP	Project Manager	37	14

15. FIRM NAME AND LOCATION *(City and State)*

Zev Cohen & Associates, Inc., 300 Interchange Blvd., Suite C, Ormond Beach, FL 32174

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
M.A. Urban and Regional Planning, University of Florida, 1988 B.A. Public Affairs, the George Washington University, 1985	APA ID: 329346

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

American Institute of Certified Planners (AICP), American Planning Association (APA), Florida Planning & Zoning Association, Volusia League of Cities Member

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Tomoka Oaks Golf Course Redevelopment, Ormond Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

ZCA led the redevelopment planning for the former Tomoka Oaks Golf Course, a 148± acre site. Like the Royal Oaks course, Tomoka Oaks dates back to the 1960's and was developed in tandem with the surrounding residential subdivision of the same name; the Sam Snead–designed course operated for decades before closing several years ago, leaving a large, vacant tract embedded within an established single-family neighborhood. Recognizing that the central challenge of such a site is reconciling new development with the expectations of long-tenured surrounding residents, ZCA conducted an extensive, multi-meeting public outreach process to gather neighborhood input and guide the project's direction. That engagement directly informed the development of multiple redevelopment concepts, each evaluated against community feedback and compatibility with the existing subdivision pattern. The parallels to the Royal Oaks site, comparable age and origin, a closed mid-century course surrounded by an established community, and the need for a redevelopment program responsive to neighborhood concerns and genuine compatibility make this closely relevant experience for the work the City of Titusville is now seeking.

Cost: $30M Project Role: Project Planner

b.

(1) TITLE AND LOCATION *(City and State)*: One Daytona, Daytona Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2010; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

ZCA worked with the International Speedway Corporation to develop a plan for the redevelopment of a 1960's era business/industrial park into a mixed-use development across from Daytona International Speedway which includes a 200,000 SF retail/dining/entertainment space, 2,500-seat multi-screen movie theater, residential component and a 160-room hotel. The redevelopment project included a Comprehensive Plan Amendment, a Comprehensive Signage Plan, and rezoning. Our staff worked with the Owner and their attorney to orchestrate the complicated local and state land use and zoning entitlement process.

Cost: $150M Project Role: Project Planner

c.

(1) TITLE AND LOCATION *(City and State)*: Ormond Beach Community Recreation Center Feasibility Study, Ormond Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

ZCA provided a study to determine the feasibility of the construction and operation of a community recreation center in the West Ormond Beach area. ZCA worked with City staff, advisory boards and the general public to determine the size and scope of the development program for the facility. ZCA is established a construction budget and developed a proforma projecting operational costs and revenue.

Cost: $70k Project Role: Project Manager

d.

(1) TITLE AND LOCATION *(City and State)*: Planner of Record, City of Bunnell, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

ZCA provided a full range of professional and administrative planning services to the City of Bunnell on a continuing basis. ZCA serves as the City's "Planner of Record" advising elected officials, volunteerboards, and staff in strategic planning, comprehensive planning, visioning, and land development code administration. ZCA develops ordinances, meets with applicants, reviews applications, develops special studies, writes grant applications, and performs on-call services.

Cost: Annual Hourly Contract Project Role: City Planner as ZCA Consultant

e.

(1) TITLE AND LOCATION *(City and State)*: Crescent City Land Development Code Revision, Crescent City, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2025; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

ZCA performed a complete update to the Crescent City Land Development Code (LDC). The goal was to better align the LDC with Crescent City's existing character and planned vision. The City's current Land Development Code was an outdated suburban oriented code that does not distinguish between the City's central business district, redevelopment area or strip retail centers. ZCA conducted a series of public meetings and advisory board and elected official workshops to collect input and review draft code language.

Cost: $28.5k Project Role: Project Manager

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Clay Ervin	Special Project Manager	40	3

15. FIRM NAME AND LOCATION *(City and State)*

Zev Cohen & Associates, Inc., 300 Interchange Blvd., Suite C, Ormond Beach, FL 32174

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Florida State University — Master of Science in Urban and Regional Planning, 1989 Florida State University — Bachelor of Science in Economics, 1985 Florida State University — Certificate in Urban and Regional Planning, 1985	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Community Involvement: Habitat for Humanity-Greater Volusia County, Coastal Conservation Association-Florida Chapter, Riverside Conservancy.
Professional Affiliations: American Planning Association, Florida Planning and Zoning Association

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Comprehensive Plan Evaluation and Appraisal Report Amendments, City of Edgewater, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2026 - Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

The City of Edgewater, Florida hired Zev Cohen and Associates (ZCA) to serve as an extension of staff in the update of the entire comprehensive plan. Mr. Ervin is reviewing, revising and drafting extensive amendments to the adopted plan. He is also coordinating the review of the plan with internal staff and city staff. Mr. Ervin and the ZCA team will prepare and present the draft amendments to the city's local planning agency and City Council once the updates are completed.

Cost: $42k Project Role: Planner and Coordinator

b.

(1) TITLE AND LOCATION *(City and State)*: Duke Energy Site Readiness – DeLand Airport, DeLand, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2026 - Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Duke Energy hired the ZCA Team to review the existing conditions for the DeLand Municipal Airport and surrounding lands in order to develop conceptual plans future development potential. This program facilitates economic development within the Duke Energy service area. The final report provides local authorities and landowners with a viable tool in marketing or developing the lands within the study area. Mr. Ervin and the other members of the team hold stakeholder meetings to discuss options and opportunities that may be realized. The project is still underway, and Mr. Ervin analyzed land use and zoning regulations to confirm how the property may be developed. His work will be coordinated with other members of the ZCA Team to develop conceptual plans reflecting realistic opportunities for the subject properties.

Cost: $7,500 Project Role: Planner and Coordinator

c.

(1) TITLE AND LOCATION *(City and State)*: Volusia County Permitting and Development Review Efficiency Study, Volusia County, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024-2025; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [ ] Check if project performed with current firm

Mr. Ervin identified a need for an independent review and recommendations on all of the permitting and land development procedures implemented by Volusia County. He observed that the residents and business owners were confused and frustrated with the land development and building permitting procedures. He served as the primary sponsor and was the final arbitrator on the recommendations provided by the consultant. He drafted the original scope of services, served as sponsor, reviewed and approved the final recommendations and ensured the coordination of the input from staff, stakeholders and elected officials. One of the implementation tools included an on-line permitting guide that is accessible from: Volusia County Permit Guide.

Cost: $160k Project Role: Director, Growth and Resource Management Department, Volusia County, Florida

d.

(1) TITLE AND LOCATION *(City and State)*: Low Impact Development Ordinance, Volusia County, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022-2025; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [ ] Check if project performed with current firm

Mr. Ervin provided oversight and approval of amendments to the county's land development regulations to encourage the use of low impact development/green infrastructure as preferred method of stormwater management. Mr. Ervin engaged in the development of new stormwater standards that encouraged the use of low impact and green infrastructure techniques. He and the team conducted multiple outreach and discussions with the public, advisory boards, and land development professionals. Information on the LID program is accessible from: LID Guidance Manual - Environmental Managemetn - Growth & Resource Management - Volusia County, Florida

Cost: $200k Project Role: Director, Growth and Resource Management Department, Volusia County, Florida

e.

(1) TITLE AND LOCATION *(City and State)*: Affordable Housing Program/Ordinance, Volusia County, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021-2022; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [ ] Check if project performed with current firm

Volusia County initiated a comprehensive analysis, evaluation and update to the county's affordable housing program. The project spanned all disciplines associated with the planning, development and implementation of affordable housing programs. Mr. Ervin provided insight into the requirements and procedures used in land development and identified alternatives that could be used to reduce the time and cost of delivering affordable housing to the public. Additionally, he worked on recommendations on what could be accomplished with the existing stock of housing to further serve the public. He conducted multiple virtual and in-person presentations and outreach meetings to gather feedback on the proposed amendments to the comprehensive plan, zoning ordinance, land development code and overall procedures. Details on the plan and the affordable housing dashboard are accessible from: Affordable Housing Initiative

Cost: $250k Project Role: Planning and Development Expert

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Rebekah Cottle	Planner	5	2

15. FIRM NAME AND LOCATION *(City and State)*

Zev Cohen & Associates, Inc., 300 Interchange Blvd., Suite C, Ormond Beach, FL 32174

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
M.P.A. Public Administration, University of Oklahoma, 2021 B.S. Political Science, Oklahoma State University, 2017	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Florida Planning & Zoning Association (Secretary)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Planner of Record, City of Crescent City, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

ZCA provides a full range of professional and administrative planning services to the City of Crescent City on a continuing basis. ZCA serves as the City's "Planner of Record" advising elected officials, volunteer boards, and staff in strategic planning, comprehensive planning, visioning, and land development code administration. ZCA develops ordinances, meets with applicants, reviews applications, develops special studies, writes grant applications, and performs on-call services.

Cost: Annual Hourly Contract Project Role: City Planner as ZCA Consultant

b.

(1) TITLE AND LOCATION *(City and State)*: Zoning Ordinance Improvements and Site Review, Volusia County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022-2025; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[ ] Check if project performed with current firm

Led zoning ordinance amendments and interdepartmental coordination for sustainable growth in Volusia County. Directed technical review meetings to streamline project approval timelines. Conducted in-depth policy research and data analysis to support strategic planning.

Cost: $2.5K Project Role: Project Manager

c.

(1) TITLE AND LOCATION *(City and State)*: Planner of Record, Town of Pierson, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

ZCA provides a full range of professional and administrative planning services to the City of Crescent City on a continuing basis. ZCA serves as the City's "Planner of Record" advising elected officials, volunteer boards, and staff in strategic planning, comprehensive planning, visioning, and land development code administration. ZCA develops ordinances, meets with applicants, reviews applications, develops special studies, writes grant applications, and performs on-call services.

Cost: Annual Hourly Contract Project Role: Town Planner as ZCA Consultant

d.

(1) TITLE AND LOCATION *(City and State)*: "Listening, Hearing, and Planning for Rural Volusia" Initiative, Volusia County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[ ] Check if project performed with current firm

Assisted in organizing and facilitating a county wide rural engagement initiative that earned a 2023 FPZA Award. Helped with zoning educational resources, documenting feedback, and supporting interdepartmental collaboration to ensure inclusive participation from rural communities in long-range planning discussions.

Cost: $ 2.5K Project Role: Planning Staff-Public Engagement Contributor

e.

(1) TITLE AND LOCATION *(City and State)*: Planner of Record, Town of Welaka, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

ZCA provides a full range of professional and administrative planning services to the Town of Welaka on a continuing basis. ZCA serves as the City's "Planner of Record" advising elected officials, volunteer boards, and staff in strategic planning, comprehensive planning, visioning, and land development code administration. ZCA develops ordinances, meets with applicants, reviews applications, develops special studies, writes grant applications, and performs on-call services.

Cost: Annual Hourly Contract Project Role: Town Planner as ZCA Consultant

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Kristopher T. Rowley, P.E.	Civil Engineer Lead	13	13

15. FIRM NAME AND LOCATION *(City and State)*

Zev Cohen & Associates, Inc., 300 Interchange Blvd., Suite C, Ormond Beach, FL 32174

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
B.S. Civil Engineering, University of Central Florida, 2013	Professional Engineer Florida P.E. 84263

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Volusia County Association for Responsible Development (VCARD) Board Member – Chair, Volusia Young Professionals Group (VYPG) Board Member, Daytona International Speedway's Checkered Flag Committee

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Tomoka Oaks Golf Course Redevelopment, Ormond Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

ZCA led the redevelopment planning for the former Tomoka Oaks Golf Course, a 148± acre site. Like the Royal Oaks course, Tomoka Oaks dates back to the 1960's and was developed in tandem with the surrounding residential subdivision of the same name; the Sam Snead–designed course operated for decades before closing several years ago, leaving a large, vacant tract embedded within an established single-family neighborhood. Recognizing that the central challenge of such a site is reconciling new development with the expectations of long-tenured surrounding residents, ZCA conducted an extensive, multi-meeting public outreach process to gather neighborhood input and guide the project's direction. That engagement directly informed the development of multiple redevelopment concepts, each evaluated against community feedback and compatibility with the existing subdivision pattern. The parallels to the Royal Oaks site, comparable age and origin, a closed mid-century course surrounded by an established community, and the need for a redevelopment program responsive to neighborhood concerns and genuine compatibility make this closely relevant experience for the work the City of Titusville is now seeking.

Cost: $30M Project Role: Project Engineer

b.

(1) TITLE AND LOCATION *(City and State)*: Brown & Brown Headquarters Building, Daytona Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

ZCA provided site design for civil and landscape components for the $40M Brown & Brown Headquarters. The redevelopment is especially rewarding as it is an urban revitalization project which is also providing brownfield remediation of a contaminated site. In addition, the project is partially funded through a public/private partnership with the City of Daytona Beach.

Cost: $150M Project Role: Project Manager

c.

(1) TITLE AND LOCATION *(City and State)*: Woodhaven Master Utility Plan, Port Orange, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2017; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Woodhaven is a 1,500 acre commercial and residential mixed-use project located in Port Orange, Florida. The maximum uses include up to 650,000 square feet of commercial area and 1,300 residential units (single family, townhome and apartment units). Zev Cohen & Associates, Inc. (ZCA) worked with the City and property owner to successfully navigate and negotiate the comprehensive plan change and rezoning of the property to meet the needs of the City and Owner. The planning effort required close collaboration with the Client's attorneys and careful consideration of numerous design elements including environmental impacts,adjacent neighborhoods, development intensities and proper utility planning. ZCA provided master utility planning and design calculations in order to demonstrate available capacities within the existing infrastructure.In addition, the transmission and distribution systems were sized in order to accommodate phasing alternatives with efficient design while meeting life safety and Department of Environmental Protection (DEP) criteria. The scope of the utility planning included multiple sewer lift stations, force mains, gravity sewer mains, potable water mains and reclaimed water main.

Cost: $6M Project Role: Project Engineer

d.

(1) TITLE AND LOCATION *(City and State)*: Daytona Beach Riverfront Esplanade, Daytona Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

ZCA provided civil engineering, landscape architectural, and environmental services to develop the design of the Daytona Beach Riverfront Park known as the Esplanade. The Esplanade Park is a 1 mile linear park. This project consists of a revitalized downtown park that will draw residents and visitors to the area. The park project will create open, pedestrian friendly pathways that will encourage visitors of the park to enjoy opportunities such as jogging, picnicking, and viewing some of the City's history, all in the same place.

Cost: $37M Project Role: Project Manager

e.

(1) TITLE AND LOCATION *(City and State)*: Ormond Beach Master Stormwater Management Plan, Ormond Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2013; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

The project consisted of preparing a Master Drainage Plan for the Community Redevelopment Agency Districts which provided a blueprint for future redevelopment within the Community Redevelopment Agency. ZCA has established the often unknown stormwater component of development opportunities so they can be identified and properly programmed to facilitate long-term growth and sustainability for the City. ZCA was also responsible for obtaining a Conceptual Stormwater Permit from the St. Johns River Water Management District (SJRWMD). Finally, in addition to the Master Plan and stormwater permitting, ZCA provided the City of Ormond Beach a "User's Manual" to be used by the City and developers in the design of future redevelopment sites within the Community Redevelopment area. The Community Redevelopment area boundaries encompass approximately 238 acres of land including a core Downtown for the City.

Cost: $50k Project Role: Project Engineer

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Spencer Kershaw, P.E.	Project Engineer	a. TOTAL 7	b. WITH CURRENT FIRM 7

15. FIRM NAME AND LOCATION *(City and State)*

Zev Cohen & Associates, Inc., 300 Interchange Blvd., Suite C, Ormond Beach, FL 32174

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
B.S. Civil Engineering Embry-Riddle Aeronautical University, 2019	Professional Engineer, Florida P.E. 96663

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

American Society of Civil Engineers, Volusia County Association for Responsible Development (VCARD)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Orange City Public Works – Due Diligence and Conceptual Site Planning, Orange City, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

(ZCA) was contracted to provide due diligence and conceptual site planning services for the development of a new Public Works facility. The due diligence phase involved the evaluation of zoning and future land use designations, drainage characteristics, flood zone data, utility availability, potential off-site improvements, and access limitations specific to the site. Following the due diligence effort, ZCA prepared a conceptual site plan for the Public Works facility, which included the main building, associated parking areas, a fueling station, and staging areas. The plan also incorporated designated indoor and outdoor storage areas for materials such as millings, stone, fill, and scrap. The conceptual layout included anticipated utility connections and an off-site stormwater pond expansion to accommodate runoff from the facility. Additionally, the conceptual plan included an off-site Police Department parking area and a drive-thru car wash facility located off South Thorpe Avenue, supporting broader municipal operational needs.

Cost: $56K Project Role: Project Engineer

b.

(1) TITLE AND LOCATION *(City and State)*: South Ormond Neighborhood Center, Ormond Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

ZCA was contracted to provide engineering services including the design of the gymnasium expansion, a new parking configuration, stormwater management and utility relocation.

Cost: $1M Project Role: Project Engineer

c.

(1) TITLE AND LOCATION *(City and State)*: Daytona Beach Riverfront Esplanade, Daytona Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2025 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

ZCA provided civil engineering, landscape architectural, and environmental services to develop the design of the Daytona Beach Riverfront Park known as the Esplanade. The Esplanade Park is a 1 mile linear park. This project consists of a revitalized downtown park that draws residents and visitors to the area. The park project creates open, pedestrian friendly pathways that encourage visitors of the park to enjoy opportunities such as jogging, picnicking, and viewing some of the City's history, all in the same place.

Cost: $37M Project Role: Project Engineer

d.

(1) TITLE AND LOCATION *(City and State)*: DeLand Fire Station No. 81 and Police Evidence Facility, DeLand, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

ZCA provided civil engineering, environmental, and landscape architectural services for the development of Fire Station #81 and the Police Evidence Facility in DeLand, Florida. ZCA coordinated with City staff and permitted the improvements through the St. Johns River Water Management District (SJRWMD), Florida Department of Environmental Protection (FDEP), and the Department of Health (DOH). The design of the stormwater management system was expanded to address existing isolated pockets of flooding. The Stormwater Management system consisted of two (2) dry retention areas sized to accommodate the 100-year/24-hour storm event.

Cost: $4M Project Role: Project Engineer

e.

(1) TITLE AND LOCATION *(City and State)*: DeLand Utility Administration Building, DeLand, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

ZCA provided civil engineering, environmental, and landscape architectural services for the development +/- 20,000 sf office building within the existing DeLand Public Works Complex parking area and an exfiltration system under the parking area. The existing parking area was re-developed to accommodate the proposed building. Preservation of existing trees made the design and permitting process challenging. Obstacles were overcome through extensive coordination with City Staff and implementation of sound engineering and landscape architecture principles.

Cost: $12M Project Role: Project Engineer

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Jake E. Stehr, P.L.A.	Landscape Architect	11	11

15. FIRM NAME AND LOCATION *(City and State)*

Zev Cohen & Associates, Inc., 300 Interchange Blvd., Suite C, Ormond Beach, FL 32174

16. EDUCATION *(Degree and Specialization)*

B.A. History, Oklahoma Baptist University, 2009

Master of Landscape Architecture, Auburn University, 2015

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

Landscape Architect - Florida LA6667462

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Ormond Beach Chamber of Commerce Board, City of Ormond Beach Brownfield Advisory Board Member, City of Ormond Beach Board of Appeals & Adjustments Member, Daytona Beach Regional Chamber of Commerce Leadership Program Graduate

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*

Tomoka Oaks Golf Course Redevelopment, Ormond Beach, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES: Ongoing

CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

ZCA led the redevelopment planning for the former Tomoka Oaks Golf Course, a 148± acre site. Like the Royal Oaks course, Tomoka Oaks dates back to the 1960's and was developed in tandem with the surroundingresidential subdivision of the same name; the Sam Snead–designed course operated for decades before closing several years ago, leaving a large, vacant tract embedded within an established single-family neighborhood. Recognizing that the central challenge of such a site is reconciling new development with the expectations of long-tenured surrounding residents, ZCA conducted an extensive, multi-meeting public outreach process to gather neighborhood input and guide the project's direction. That engagement directly informed the development of multiple redevelopment concepts, each evaluated against community feedback and compatibility with the existing subdivision pattern. The parallels to the Royal Oaks site, comparable age and origin, a closed mid-century course surrounded by an established community, and the need for a redevelopment program responsive to neighborhood concerns and genuine compatibility make this closely relevant experience for the work the City of Titusville is now seeking.

Cost: $30M Project Role: Landscape Architect

b.

(1) TITLE AND LOCATION *(City and State)*

One Daytona and International Speedway Corp. (ISC)/NASCAR Office Tower, Daytona Beach, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES: 2018

CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

One Daytona is a mixed-use development across from Daytona International Speedway featuring 200,000 square feet of retail, dining, and entertainment space, a 2,500-seat movie theater, residential units, and a 160-room hotel. The project required a Comprehensive Plan Amendment, Comprehensive Signage Plan, and rezoning approvals, with our team managing the complex local and state entitlement process. ZCA also served as the project's Community Development District (CDD) consultant, providing planning and engineering services. The office tower achieved Gold LEED certification through innovative stormwater management and open-space design. Additional responsibilities included securing infrastructure grant funding, coordinating roadway improvements, and developing master-planned stormwater and utility systems, including a regional lift station, directional-drilled force main, and water infrastructure designed to accommodate special event demands.

Cost: $250M Project Role: Landscape Designer

c.

(1) TITLE AND LOCATION *(City and State)*

Brown & Brown Headquarters Building, Daytona Beach, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES: 2022

CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

ZCA provided site design for all civil and landscape components for the $40 million Brown & Brown Headquarters. The redevelopment is especially rewarding as it is an urban revitalization project which also provides brownfield remediation of a contaminated site. In addition, the project is partially funded through a public/private partnership with the City of Daytona Beach.

Cost: $40M Project Role: Landscape Architect

d.

(1) TITLE AND LOCATION *(City and State)*

Mosaic, Daytona Beach, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES: 2018

CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

ZCA was selected by ICI Homes, Inc. as the Prime Consultant to design the 604 acre community that utilized cluster development and low impact development principals to preserve and add value through environmental preservation to the community. ZCA's driving factor in the design was creating a matrix through which the community could develop through passive and active recreating by encouraging chance encounters and a diverse series of interactions between a diverse set of residences. This was done by developing a system of smaller parks that support smaller communities at the street level and then connecting these parks through a walkable community to an active community. Pedestrian connections were encouraged to Champion Elementary School, allowing the landscape to que the important connections.

Cost: $20M Project Role: Landscape Designer

e.

(1) TITLE AND LOCATION *(City and State)*

Vadner Park, Ormond Beach, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES: 2022

CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Through a public-private partnership between the Garden Club of the Halifax Country and the City of Ormond Beach, Vadner Park was transformed into the City's first all-native plant park. The park project garnered a Founders Fund award from the Garden Club of America. ZCA partnered with the City of Ormond Beach to provide landscape architectural design as well as irrigation and hardscape design.

Cost: $169k Project Role: Landscape Architect

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Mallory B. Tatum	Environmental Scientist	12	7

15. FIRM NAME AND LOCATION *(City and State)*

Zev Cohen & Associates, Inc., 300 Interchange Blvd., Suite C, Ormond Beach, FL 32174

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
M.S. Integrated Environmental Science Bethune-Cookman University, 2019 B.A. Environmental Science Stetson University, 2015	FWC Authorized Gopher Tortoise Agent GTA-20-00065 FDACS Commercial Pesticide Applicator License CM26957 City of Palm Coast QEP – ID# 23834 SCUBA Open Water Florida Master Naturalist – Coastal Systems

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Volusia County Association for Responsible Development (VCARD) Board Member, Leadership Daytona Class XLIV Graduate

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Master Development Plan for Hallmark Heritage Site, Volusia County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

ZCA provided civil engineering and environmental permitting and planning services for the +/- 80 acre project in Daytona Beach. An ERP conceptual permit was obtained from the SJRWMD to accommodate the future multiphase commercial and residential development. With the approval, wetland lines, UMAM scores, mitigation plans, seasonal high water levels, and protected species reviews were completed and finalized. Due to the drained nature of the site due to offsite drainage ditches, wetland acreages were reduced. Mitigation values were further decreased by demonstrating to the permitting agencies that the onsite wetlands had altered hydrological characteristics. ZCA also secured a No Permit Required (NPR) from the FDEP under the State Section 404 program. ZCA proved that the onsite wetlands were isolated from historic drainage patterns to remove the site from jurisdiction, permitting, and federal mitigation requirements. Finally, ZCA, performed gopher tortoise permitting and relocation prior to construction.

Cost: $15M Project Role: Environmental Scientist

b.

(1) TITLE AND LOCATION *(City and State)*: Glenwood Pines Gopher Tortoise Survey, Permitting, and Relocation, DeLand, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2025 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

The Glenwood Pines project is being developed into a single-family residential community. ZCA assisted in the permitting process to authorize the relocation of protected species utilizing a Gopher Tortoise Conservation Permit with Florida Fish and Wildlife Commission (FWC). ZCA performed gopher tortoise (Gopherus polyphemus) surveys to locate burrows. ZCA also excavated each burrow utilizing a backhoe for offsite relocation. These tortoises were then transported to a gopher tortoise recipient site where ZCA acquired a reservation letter.

Cost: $350K Project Role: Environemental Scientist

c.

(1) TITLE AND LOCATION *(City and State)*: Shell Pointe Colony Bald Eagle Monitoring, New Smyrna Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

The Shell Pointe Colony residential subdivision included an active bald eagle (Haliaeetus leucocephalus) nest within a preserved wetland on-site. ZCA documented the nest, coordinated with the U.S. Fish and Wildlife Service (USFWS), and developed an avoidance strategy that protected the nest and its 330-foot buffer while allowing construction to proceed in compliance with federal regulations. Following the Bald Eagle Monitoring Guidelines (2007), ZCA conducted nesting-season monitoring, documenting eagle activity, territory use, flight patterns, and behavior to ensure construction did not result in an unauthorized take. ZCA prepared daily monitoring reports, monthly updates, and a final report for USFWS. To maintain compliance with the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act, ZCA also obtained an Incidental Take Permit (ITP), preparing the application and environmental assessment, documenting eagle activity, analyzing project impacts, developing avoidance and minimization measures, negotiating mitigation requirements with USFWS, implementing compensatory mitigation, and providing annual monitoring to maintain permit compliance.

Cost: $42k Project Role: Environmental Scientist

d.

(1) TITLE AND LOCATION *(City and State)*: One Daytona and International Speedway Corp. (ISC)/NASCAR Office Tower, Daytona Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

One Daytona is a mixed-use development across from Daytona International Speedway featuring 200,000 square feet of retail, dining, and entertainment space, a 2,500-seat movie theater, residential units, and a 160-room hotel. The project required a Comprehensive Plan Amendment, Comprehensive Signage Plan, and rezoning approvals, with our team managing the complex local and state entitlement process. ZCA also served as the project's Community Development District (CDD) consultant, providing planning and engineering services. The office tower achieved Gold LEED certification through innovative stormwater management and open-space design. Additional responsibilities included securing infrastructure grant funding, coordinating roadway improvements, and developing master-planned stormwater and utility systems, including a regional lift station, directional-drilled force main, and water infrastructure designed to accommodate special event demands.

Cost: $250M Project Role: Environmental Scientist

e.

(1) TITLE AND LOCATION *(City and State)*: Fairlawn Multi-Family Residential Development, Daytona Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

ZCA's environmental department spearheaded the environmental reviews and permitting for the 204-acre project with commercial and residential components. The project had a combined total of 150 acres of wetlands on the development parcel and the floodplain compensating storage parcel and the project resulted in over 30 acres of wetland impacts. ZCA's environmental scientists worked with the permitting agencies in order to prepare an Alternative Sites Analysis (ASA) in accordance with the National Environmental Policy Act (NEPA) and the Clean Water Act Section 404(b)(1) guidelines and demonstrate the project meets the reduction and elimination of wetland impacts pursuant to 10.2.1.2, (b), A.H. Vol I. ZCA delineated the wetlands and surface waters, assessed the site for protected species and their habitats, prepared an Environmental Assessment report, submitted applications to reviewing agencies (SJRWMD and USACE), calculated wetland impacts, evaluated the wetlands for their value (UMAM score), and prepared responses to Requests for Additional Information from the permitting agencies.

Cost: $12M Project Role: Environmental Scientist

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Kady Dearing, PE	Traffic Engineer	14	14

15. FIRM NAME AND LOCATION *(City and State)*

Lassiter Transportation Group, Inc. D/B/A LTG Ormond Beach, Florida

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
University of North Florida, B.S. Civil Engineering (2011)	Registered Professional Engineer, Florida P.E. No. 84234

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Transportation Planning Continuing Services Contract, Daytona Beach FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019-current; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Under this CSC, Ms. Dearing was responsible for project management and over-site for reviewing and providing comments related to the following projects: Clyde Morris Apartments Phase 1 TIA Review (2020); Clyde Morris Landings TIA Review (2022); Clyde Morris Apartments (Phase 2) TIA Review (2022); Sears Daytona TIA Review (2022); Raising Cane's TIA Review (2023); Entrada Daytona TIA Review (2023); NASCAR Speed Park Rezoning Review (2023); and Delaware North Planned Development Rezoning Review

b.

(1) TITLE AND LOCATION *(City and State)*: Ridgewood Lakes, DRI (Phase 2) Bi-Annual Traffic Monitoring Report, Polk County, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018-2025; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Ms. Dearing provided a traffic assessment for proposed development within Phase 2 of the Ridgewood Lakes DRI in Polk County, Florida. She evaluated the surrounding transportation network, prepared trip generation and assignment for three Planned Unit Developments (PUDs), analyzed existing and future traffic conditions, applied COVID-19 traffic adjustments, and developed recommendations to maintain acceptable levels of service.

c.

(1) TITLE AND LOCATION *(City and State)*: Tomoka Village South Traffic Impact Analysis, Proportionate Share Contributions & Traffic Signal Warrant Study, Daytona Beach, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021-2023; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Ms. Dearing was responsible for preparing a Traffic Impact Analysis (TIA), site access recommendations, proportionate share calculations, and Traffic Signal Warrant Study in accordance with County and City requirements. Tasks included internal capture and pass-by deductions and total trip assignments at multiple project access points internal to the site. She also assisted with permitting coordination with Volusia County in access management related to future signal installation and median modifications associated with the project.

d.

(1) TITLE AND LOCATION *(City and State)*: Transportation Planning Continuing Services Contract (CSC), DeLand, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2015-current; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Under this contract, Ms. Dearing represents the City on the Volusia-Flagler Transportation Planning Organization (VFTPO) Technical Coordinating Committee (TCC), provides transportation planning support, conducts neighborhood traffic calming studies, attends monthly traffic safety meetings, and develops traffic operations and design recommendations. Representative tasks include Downtown Wayfinding Sign FDOT permitting, traffic calming analyses, banner pole permitting, and independent Traffic Impact Analysis (TIA) reviews.

e.

(1) TITLE AND LOCATION *(City and State)*: Florida Park Drive Traffic Calming Feasibility Study & Design Concepts, Palm Coast, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020-2022; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Ms. Dearing developed a feasibility study evaluating three traffic calming alternatives at two locations along Florida Park Drive. She assessed existing conditions, prepared concept plans and cost estimates, and developed designs in accordance with FDOT standards, including signing, pavement markings, roadway transitions, and pedestrian safety improvements.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Robert L. Smith, PE	Geotechnical Project Manager	a. TOTAL 5	b. WITH CURRENT FIRM 5

15. FIRM NAME AND LOCATION (City and State)
UES Professional Solutions, LLC - Rockledge, FL

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Civil Engineering, University of Kentucky	Professional Engineer – FL #78130

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: ***Turtle Creek Golf Club, Rockledge (Brevard County, FL)***

(5) YEAR COMPLETED	
PROFESSIONAL SERVICES **2025**	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

UES provided geotechnical engineering services for this 294 home single-family development located on a former 119-acre Turtle Creek Golf Club. Robert served as the Geotechnical Department Manager.

b.

(1) TITLE AND LOCATION *(City and State)*: ***Brevard County Scattered House Lots (Broward County, FL)***

(3) YEAR COMPLETED	
PROFESSIONAL SERVICES **2025**	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

UES provided geotechnical engineering services/conformation tests to multiple lots throughout Brevard County. Robert served as the Geotechnical Department Manager.

c.

(1) TITLE AND LOCATION (City and State): ***Grissom Parkway Offsite Forcemain (Titusville, FL)***

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES **2024**	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

UES provided geotechnical engineering services for this $8.9 MM municipal infrastructure upgrade replacing the existing sewer pipeline to protect the Indian River Lagoon. Robert served as the Geotechnical Department Manager.

d.

(1) TITLE AND LOCATION *(City and State)*: ***St. Lucie County – Landfill Phase 5a Expansion (St. Lucie County, FL)***

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES **2024**	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

UES provided geotechnical engineering services for this 31-acre facility. The upgrade included overlay cells, stormwater management ponds, leachate collection, and perimeter berms. Robert served as the Geotechnical Department Manager.

e.

(1) TITLE AND LOCATION *(City and State)*: ***Silver Oaks Site Work (Port St. Lucie, FL)***

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES **2022**	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

UES provided testing and inspection services for residential subdivision that included, 82 single-family lots and 234 multi-family townhome lots with associated site work. Robert served as the Geotechnical Department Manager.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Katie West	Environmental Project Manager	a. TOTAL 20	b. WITH CURRENT FIRM 1

15. FIRM NAME AND LOCATION (City and State)
UES Professional Solutions, LLC - Rockledge, FL

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Environmental Geography minor in Geology, Valdosta State University	Florida DBPR Licensed Mold-Related Services MRSA 5682 FDEP Qualified Stormwater Management Inspector – #31555

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
ASTM-Environmental Site Assessments for Commercial Real Estate Course, Archer Institute SPCC Compliance Manager, NISTM EPA SPCC & Facility Response Plan (FRP), Steel Tank Institute Certified (STI) SP001 Aboveground Storage Tank System Inspector, STI Inspector #AST-7154, DBPR Licensed Mold-Related Services Inspector MRSA5682, Certified Indoor Environmentalist, CIE No. 01721, University of Florida TREEO – Hazardous Waste Regulations for Generators

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: ***Majors Golf Course, Palm Bay – Phase I ESA(Brevard County, FL)***

(5) YEAR COMPLETED — PROFESSIONAL SERVICES: **2025** | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Served as the Environmental Professional responsible for completing a comprehensive ASTM E1527-21 Phase I ESA for an 18-hole former/discontinued golf course undergoing redevelopment planning. Work included historical aerial/photo review, regulatory database evaluation, interviews, and a detailed site reconnaissance focusing on pesticide/herbicide storage, maintenance facility operations, fueling areas, and irrigation system components. Identified Recognized Environmental Conditions (RECs) related to historical use.

b.

(1) TITLE AND LOCATION *(City and State)*: ***Majors Golf Course, Palm Bay – Phase II ESA (Brevard County, FL)***

(3) YEAR COMPLETED — PROFESSIONAL SERVICES: **2025** | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Served as project manager and conducted targeted Phase II ESA to evaluate potential soil and groundwater impacts at a former golf course slated for reuse. Sampling locations were selected based on Phase I findings, including historical pesticide mixing areas, maintenance sheds, cart-barn operations, and suspected fill areas. Analytical scope included metals, pesticides, herbicides, and petroleum constituents.

c.

(1) TITLE AND LOCATION (City and State): ***Turtle Creek Golf Club, Rockledge (Brevard County, FL)***

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: **2025** | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Served as the Environmental Professional responsible for completing a comprehensive ASTM E1527 21 Phase I ESA for an 18 hole former/discontinued golf course undergoing redevelopment planning. Work included historical aerial/photo review, regulatory database evaluation, interviews, and a detailed site reconnaissance focusing on pesticide/herbicide storage, maintenance facility operations, fueling areas, and irrigation system components. Identified Recognized Environmental Conditions (RECs) related to historical use.

d.

(1) TITLE AND LOCATION *(City and State)*: ***Proposed Multi-Family Development, Sebastian (Indian River County, FL)***

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: **2025** | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Served as the Environmental Professional responsible for completing an ASTM E1527-21 compliant Phase I ESA for a site planned for multi-family residential development. Work included historical research, regulatory database review, and site reconnaissance focused on former structures, utilities, maintenance areas, and adjoining property use.

e.

(1) TITLE AND LOCATION *(City and State)*: ***Proposed Multi-Family Development, Sebastian (Indian River County, FL)***

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: **2025** | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Served as the Environmental Professional and Project Manager for a Phase II ESA conducted to evaluate soil and groundwater conditions at a site planned for multi-family redevelopment. Sampling targeted areas of concern from adjoining properties identified during the Phase I ESA

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Jeffrey S. Hattendorf	Professional Surveyor & Mapper	43	4

15. FIRM NAME AND LOCATION *(City and State)*
Sliger & Associates, Inc. Port Orange, FL

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
High school vocation drafting certificate USMC Forward Observer, Survey Metro Mapping Partial credits Technical Drafting Degree	Professional Surveyor & Mapper LS006193 Florida

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Member Florida Surveying & Mapping Society

19. RELEVANT PROJECTS

a.
(1) TITLE AND LOCATION *(City and State)*
Port Malabar Golf Course & Country Club, Palm Bay, Fl
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Surveying; CONSTRUCTION *(If applicable)*:
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
☐ Check if project performed with current firm
Privately owned course purchased by the city, portions sold off for private development
Boundary survey of all land & ammenties
Specific role: Crew Chief & drafter

b.
(1) TITLE AND LOCATION *(City and State)*
Alachua County Board of Commissioners
Multiple land purchase of private property in Florida
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: County Surveyor; CONSTRUCTION *(If applicable)*:
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
☐ Check if project performed with current firm
Responsible to complete boundary surveys and create legal descriptions for multiple parcels acquired by Alachua County
Specific role: County Surveyor

c.
(1) TITLE AND LOCATION *(City and State)*
Volusia County Motorcross Facility
Samsula, FL
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Surveyor; CONSTRUCTION *(If applicable)*:
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
☐ Check if project performed with current firm
Boundary survey, wetland locations, create descriptions for multiple purposes.
Covered portions of multiple sections of land in Volusia County
Specific role: Senior Surveyor

d.
(1) TITLE AND LOCATION *(City and State)*
Triumph Oaks of Ormond Beach, FL
Tomoka Oaks Country Club, Ormond Beach FL
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Surveyor; CONSTRUCTION *(If applicable)*:
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
☐ Check if project performed with current firm
Surveyed unused golf course inside a community to be redesigned as a subdivision. (148 acres)
Specific role: Senior Surveyor

e.
(1) TITLE AND LOCATION *(City and State)*
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ; CONSTRUCTION *(If applicable)*:
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
☐ Check if project performed with current firm

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 1

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Tomoka Oaks Golf Course Redevelopment, Ormond Beach, Florida	Ongoing	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Triumph Oaks of Ormond Beach , LLC	Sheldon Rubin	(386) 679-4080

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)* Cost: $30M

Zev Cohen & Associates led the redevelopment planning for the former Tomoka Oaks Golf Course, a 148± acre site in Ormond Beach, Florida. Like the Royal Oaks course, Tomoka Oaks dates back to the 1960's and was developed in tandem with the surrounding residential subdivision of the same name; the Sam Snead–designed course operated for decades before closing several years ago, leaving a large, vacant tract embedded within an established single-family neighborhood. Recognizing that the central challenge of such a site is reconciling new development with the expectations of long-tenured surrounding residents, ZCA conducted an extensive, multi-meeting public outreach process to gather neighborhood input and guide the project's direction. That engagement directly informed the development of multiple redevelopment concepts, each evaluated against community feedback and compatibility with the existing subdivision pattern. The parallels to the Royal Oaks site, comparable age and origin, a closed mid-century course surrounded by an established community, and the need for a redevelopment program responsive to neighborhood concerns and genuine compatibility make this closely relevant experience for the work the City of Titusville is now seeking.

ZCA's approach centered on early and sustained community engagement rather than presenting a finished plan for reaction. We conducted an extensive, multi-meeting public outreach process to understand neighborhood priorities, concerns, and tolerances before committing to a development direction. That input directly shaped the work product: we developed multiple redevelopment concepts, each tested against community feedback and against compatibility with the existing subdivision's density, lot pattern, circulation, and edge conditions. This iterative process allowed the competing objectives of development feasibility, neighborhood compatibility, and responsible land use to be weighed openly rather than assumed.

ZCA's plan establishes a maximum of 254 single-family lots across the 147.94-acre site, yielding a deliberately lower gross density of just 1.72 units per acre than the surrounding neighborhood. The plan preserves 29.6 acres as natural preservation area and dedicates 67.84 acres to open space, nearly half the site, sustaining much of the green, open character residents valued in the original course. A 50-foot vegetative landscape buffer, planted at a minimum of five trees and fifty shrubs per 100 linear feet, provides a substantial screened transition to adjoining properties. Together, these measures demonstrate that the successful redevelopment of a closed golf course depends not on maximized density, but on a context-sensitive plan that is low in intensity, generous in open space, and grounded in neighborhood input.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Zev Cohen & Associates, Inc.	Ormond Beach, Florida	Civil Engineer, Planner, Landscpae Architect
b.	UES Professional Solutions, LLC	Ormond Beach, Florida	Geotechnical Engineering
c.	Lassiter Transportation Group, Inc.	Ormond Beach, Florida	Traffic Engineering
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 2

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Port Orange Riverwalk, Port Orange, Florida	2009	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Port Orange	Tim Burman	386-506-5615

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)* Cost: $5M

ZCA assisted Glatting-Jackson with the Master Park Planning design and provided Civil design activities for the City of Port Orange Riverwalk Park. This Riverwalk Park will provide a significant economic driver to the downtown Port Orange area. The proposed plan includes 2,000 linear feet of park located directly on the Halifax River. The proposed Conceptual Plan provides areas for future commercial and residential development, ample seating and gathering spaces and a marina. The Riverwalk Park will incorporate green/sustainable design as part of the City's Green initiative. Specifically, Rain gardens and cisterns will be incorporated into the stormwater and irrigation design of the park to promote the City's new "Green Technology" initiatives.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Zev Cohen & Associates, Inc.	Ormond Beach, Florida	Civil Engineering
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 3

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
One Daytona Community Development District, Daytona Beach, Florida	Ongoing	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
International Speedway Corporation	Jeff Boerger	(386) 681-6847

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)* Cost: $250M

One Daytona is designed as a mixed-use development across from Daytona International Speedway including 200,000 square feet of retail/dining/entertainment space, 2,500-seat multi-screen movie theater, residential component and 160-room hotel. The redevelopment project included Comprehensive Plan Amendment and Comprehensive Signage Plan and Rezoning. Our staff worked with the owner and their attorney to orchestrate the complicated local and state land use and zoning entitlement process. In addition, Zev Cohen & Associates, Inc. (ZCA) is also serving as the project's Community Development District (CDD) consultant providing planning and engineering services. Initial office tower portion of the project was designed using creative stormwater management practices to meet LEED criteria for quality, quantity and uses for stormwater and open space. The tower achieved Gold LEED certification by the U.S. Green Building Council (USGBC). The tower portion also included the procurement of an Office of Tourism, Trade and Economic Development (OTTED) Grant for intersection improvements at International Speedway Boulevard which included turn lanes, traffic signal, and sidewalk improvements. OTTED improvements required administration by the County and required the project to meet state standards for design and construction. The County, International Speedway Corporation and ZCA teamed with the Florida Department of Transportation (FDOT) while "piggy backing" the resurfacing of International Speedway Boulevard. The balance of the project was also master planned for both stormwater and utility components. The utility aspects include a Regional Lift Station serving both on and off-site properties. The forcemain design included a directional drill crossing of International Speedway Boulevard. The water system design consisted of a complete modeling of the infrastructure which includes increased demand specific to Special Event Impacts.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Zev Cohen & Associates, Inc.	Ormond Beach, Florida	Civil Engineer, Planner
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 4

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Daytona Beach Riverfront Esplanade, Daytona Beach, Florida	2022	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Brown Riverfront Esplanade Foundation	Joseph Yarbrough	(386) 299-6373

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)* Cost: $31M

Along the Intracoastal Waterway in downtown Daytona Beach, the reimagined riverfront park will bring vitality and community engagement to this forgotten space. Since its peak in the 1940s, the park and gardens have been in decline, leaving the area with a tired and dated appearance. New factors, including resiliency planning for storm surges and sustainability needs for water quality, are central to the design. ZCA and Marquis, Latimer + Halback, Inc. provided the design for the development of a new esplanade to provide a destination for families while spurring economic development in the heart of Daytona Beach.

The master plan divides the nearly 1-mile esplanade into 3 interconnected segments. The “Family & Garden Zone” incorporates a rose garden, riparian garden, palm garden, and coastal hammock garden with a feature fountain and splash pad. The “Gateway Zone” has a dramatic dune overlook, while the “Community Gathering Zone” has a large lawn and plaza space for community events. Biofiltration and elevated segments create a hurricane-resilient green space for Daytona’s story to continue to grow for generations.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Zev Cohen & Associates, Inc.	Ormond Beach, Florida	Civil Engineering
b.	UES Professional Solutions, LLC	Ormond Beach, Florida	Geotechnical Engineering
c.	Sliger & Associates, Inc.	Port Orange, Florida	Survey Services
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 5

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Amazon Sort Facility (Pelican Bay Outreach), Daytona Beach, Florida	2022	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Hillwood	Chris Seward	(901) 682-4920

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)* Cost: $330M

Zev Cohen & Associates provided civil engineering, landscape architecture, environmental sciences, permitting, and public outreach support for a major Amazon sort facility located in Daytona Beach, Florida. The project included an approximately 2.6-million-square-foot, six-story sort facility with an overall building footprint of approximately 600,000 square feet on a 110-acre site.

Prior to site planning, ZCA worked with the project attorney to support the rezoning of the property, helping establish the entitlements necessary to move the project forward into detailed site design and permitting.

The project included three access points serving the site: Bellevue Avenue, Williamson Boulevard, and Beville Roadway. One of the major site access components included extending a Volusia County roadway to provide access to the project. This roadway extension was coordinated with the project traffic engineer and Volusia County. The property is owned by the airport, which is owned by Volusia County, requiring coordination with the County as both the roadway authority and property owner.

The Beville Roadway connection presented a significant coordination challenge because it was located directly across from the Pelican Bay subdivision entrance. Residents within Pelican Bay expressed concerns regarding potential traffic impacts, congestion, and the timing of vehicles entering and exiting the site.

To address these concerns, the project team participated in multiple neighborhood meetings with Pelican Bay residents. These meetings included graphics and video exhibits to help explain projected traffic patterns, shift timing, anticipated peak traffic periods, and how the site's multiple access points would help distribute traffic throughout the surrounding roadway network. The team also coordinated with residents to explain that Beville Roadway is a state roadway and that the project included additional access points on Bellevue Avenue and Williamson Boulevard to reduce reliance on any single connection.

The project also required significant stormwater and environmental coordination. Due to the site's proximity to the B-19 Canal, which ultimately flows toward Spruce Creek, flood studies were required to evaluate project impacts and provide the necessary compensating storage. Wetland impacts were also permitted through the St. Johns River Water Management District. ZCA's environmental sciences team supported the wetland permitting process, while the landscape architecture team provided landscape design services associated with the overall site development.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Zev Cohen & Associates, Inc.	Ormond Beach, Florida	Civil Engineering
b.	UES Professional Solutions, LLC	Ormond Beach, Florida	Geotechnical Engineering
c.	Sliger & Associates, Inc.	Port Orange, Florida	Survey Services
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 6

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Jackie Robinson Ballpark Upgrades, Daytona Beach, Florida	Ongoing	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Daytona Beach	David Waller	(386) 671-8601

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)* Cost: Phase 1: $30M Phase 2: $11.6M

Phase 1:
ZCA provided civil engineering, landscape architecture, and construction administration services for the upgrade to the facilities at this historic, city-owned minor league baseball stadium. Key improvements included a new 30,000-sf player development facility, renovated dugouts, improved seating and fan amenities, a multi-purpose event space, and associated infrastructure improvements including ADA-accessible parking, secure team parking, enhanced landscaping, and operational upgrades throughout the complex.

Phase 2:
ZCA is providing civil engineering, landscape architecture, and construction administration services for Phase 2 of the ongoing improvements to Jackie Robinson Ballpark, a historic, city-owned minor league baseball stadium. Phase 2 includes the demolition and removal of the existing clubhouse and locker room facilities, along with the construction of a new third-base amenity area designed to enhance the overall player, staff, and fan experience.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Zev Cohen & Associates, Inc.	Ormond Beach, Florida	civil engineering, landscape architecture, and construction administration services
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 7

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Cassen Park Re-Design, Ormond Beach, Florida	2025	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Ormond Beach	Shawn Finley, P.E.	(386) 610-0451

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Cost: $3M

Cassen Park occupies one of the most prominent civic addresses in Ormond Beach — the foot of the Granada Bridge on the Halifax River, directly across from City Hall. The redesign transformed a dated boat ramp facility into a layered riverfront destination that serves anglers, families, passive park users, and a community that regularly gathers here to watch rocket launches from the Space Coast.

The project required careful programmatic stacking to expand functional capacity within a constrained footprint. Parking was increased from 39 to 53 spaces, with 48 dedicated trailer stalls at 10-by-40-foot dimensions to serve the boat launch. The bait shop and restroom building were relocated approximately 85 feet north, opening the river's edge and creating a clear civic axis anchored by a Medjool palm allée aligned with City Hall. North and South Plaza phases were integrated to accommodate ADA accessibility and flexible event programming.

The native planting program was central to the project's environmental ambitions. Saltwater-tolerant species along the river's edge function as a littoral buffer, reducing nutrient loading to the Halifax River while significantly lowering long-term maintenance demands on the city. The plant palette reflects a commitment to ecological performance without sacrificing the sense of arrival this park demands.

Cassen Park now serves as a genuine civic green a space that performs as infrastructure, landscape, and community commons simultaneously.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Zev Cohen & Associates, Inc.	Ormond Beach, Florida	Civil Engineering, Landscape Architecture
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 8

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Daytona State College Public Safety Program Training Complex, DeLand, Florida	2025	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Daytona State College	Steve Selig	(386) 506-3169

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)* Cost: $14.3M

In 2022 Daytona State College began working with the state legislature to obtain funding for a new, state-of-the-art Law Enforcement and Emergency Services Training Center on their 100-acre DeLand Campus. This facility allows the College to expand the training programs and degree offerings in the Charles M. Curb School of Emergency Services. The improvements consisted of 3 phases. ZCA provided critical insight into selecting the location for the facility as a result of prior work done on the Campus and our involvement in the development and update of the College's Master Plan. This helped to eliminate environmental mitigation costs and limited construction costs by utilizing the proximity of existing campus infrastructure. ZCA provided utility and stormwater design, environmental permitting, and landscape architectural services for the complex.

Phase I consisted of a 20,000-sf indoor, all-weather firearms training range. The building includes 15 firing lanes, a classroom and observation area. Phase II consisted of a 2,000-sf active scenario training pavilion, a 400x800-ft tactical driving pad, and a 400-meter running track. Phase III consisted of remodeling existing campus Buildings 1 & 8 which provided classrooms and training space for the program.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Zev Cohen & Associates, Inc.	Ormond Beach, Florida	Civil Engineering
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 9

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Dunlawton Bridge Down Under, Port Orange, Florida	2023	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Port Orange	Margaret Tomlinson	(386) 506-5661

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Down Under District Master Plan represents a comprehensive revitalization effort for one of Port Orange's most distinctive waterfront destinations — a working waterfront entertainment district nestled beneath the Dunlawton Avenue Bridge along the Halifax River. Zev Cohen & Associates led the planning and design effort in close collaboration with City staff, local business owners, and community stakeholders to produce an adopted Master Plan that balances economic vitality, pedestrian experience, environmental stewardship, and gateway identity.

The planning process was grounded in community engagement, including a multi-stakeholder charrette that shaped the project's priorities: improved access and circulation, expanded and reorganized parking, stormwater management, waterfront connectivity, and cohesive district branding. The resulting conceptual plan addresses eighteen distinct improvement elements spanning infrastructure, landscape, signage, and waterfront amenities.

Key project components include a complete redesign of the shared public parking field — increasing capacity from 136 to 249 stalls — alongside drainage improvements that transition above-ground detention to an underground chamber system, freeing surface area while improving water quality before discharge to the Halifax River. Depressional areas along the bridge embankment are proposed as a natively vegetated rain garden, reinforcing the district's connection to its aquatic ecosystem. A new twelve-foot-wide fishing pier with living shoreline stabilization restores public waterfront access lost after Hurricane Matthew, while a pedestrian plaza anchors the landside arrival experience with materials that celebrate the area's maritime heritage.

District identity is strengthened through a stakeholder-developed gateway sign system, FDOT-compliant bridge column murals with coordinated up-lighting, and a seasonal banner program — all designed to announce arrival and create a memorable sense of place. Forward-looking mobility elements, including a water taxi stop and rideshare/golf cart loading zone, position the district for multimodal access as density along the Halifax River corridor continues to grow.

Formally adopted by the Port Orange City Council via Resolution No. 23-29 in August 2023, the plan carries an estimated project value of $5.6 million and serves as the guiding document for phased CRA-funded implementation.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Zev Cohen & Associates, Inc.	Ormond Beach, Florida	Planning
b.	UES Professional Solutions, LLC	Ormond Beach, Florida	Geotechnical Engineering
c.	Sliger & Associates, Inc.	Port Orange, Florida	Survey Services
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 10

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
FBI Building, Daytona Beach, Florida	2024	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
H.C. Government Realty Trust, Inc.	John Braswell	(770) 686-9673

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The site consists of 2.68-acres in Daytona Beach, this meticulously planned +/- 12,400-square-foot facility serves as a highly functional, secure venue for the community. The building is engineered from the inside out for peak utility, adaptable spaces that seamlessly host daily operational activities.

The development's restrictive design standards challenged and directed design implementations for the site. It turns regulatory frameworks regarding municipal limitations, and setback requirements into a unified and secure design that establishes a landmark of profound civic pride.

Surrounding the building, the site design masterfully works with Daytona Beach's existing natural drainage patterns. The property's layout gracefully routes stormwater runoff into the City's utility framework, preventing flooding while honoring the local ecosystem.

This fluid engineering works hand-in-hand with an advanced, layered facility security matrix. Sculpted earthworks, deep-rooted planted buffers, and strategic security decorative fencing as a masked security perimeter, naturally guiding foot traffic without sacrificing an open, welcoming feel. Coupled with state-of-the-art access control and surveillance, the landscape protects the facility just as fiercely as it inspires it.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Zev Cohen & Associates, Inc.	Ormond Beach, Florida	Civil Engineering, Landscape Architecture
b.			
c.			
d.			
e.			
f.			

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL *(From Section E, Block 12)*	27. ROLE IN THIS CONTRACT *(From Section E, Block 13)*	28. EXAMPLE PROJECTS LISTED IN SECTION F *(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)*									
		1	2	3	4	5	6	7	8	9	10
Robert (Bobby) J. Ball, P.E.	Principal-in-Charge		X	X	X	X	X		X	X	X
M. Dwight DuRant, P.E.	QA/QC Coordinator	X			X			X			
Mark P. Karet, AICP	Project Manager	X									
Clay Ervin	Planning Lead										
Rebekah Cottle	Planner										
Kristopher T. Rowley, P.E.	Civil Engineering Lead	X		X	X	X	X				
Spencer Kershaw, P.E.	Civil Engineer	X			X	X	X				
Jake E. Stehr, P.L.A.	Landscape Architect	X	X	X		X	X	X	X	X	X
Mallory B. Tatum	Environmental Scientist	X	X	X	X	X	X	X	X	X	
Kady Dearing, P.E.	Traffic Engineer	X				X					
Jeffrey Hattendarf, P.S.M	Surveyor & Mapper	X									
Robert Smith, P.E.	Geotechnical Engineer										
Katie West	Phase I Environmental Scientist										

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*	NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*
1	Tomoka Oaks Golf Course Redevelopment	6	Jackie Robinson Ballpark Upgrades
2	Port Orange Riverwalk	7	Cassen Park Re-Design
3	One Daytona Community Development District	8	Daytona State College Public Safety Program Training Complex
4	Daytona Beach Riverfront Esplanade	9	Dunlawton Bridge Down Under
5	Amazon Sort Facility (Pelican Bay Homeowners Outreach)	10	FBI Building

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE	32. DATE
	7/9/26

33. NAME AND TITLE
Robert J. Ball, P.E., President

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: RFQ #CO-26-Q-045TB

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (*or Branch Office*) NAME: Zev Cohen & Associates,Inc.	3. YEAR ESTABLISHED: 1977 / 4. UNIQUE ENTITY IDENTIFIER:
2b. STREET: 300 Interchange Blvd., Suite C	5. OWNERSHIP
2c. CITY: Ormond Beach / 2d. STATE: FL / 2e. ZIP CODE: 32174	a. TYPE: Corporation
	b. SMALL BUSINESS STATUS:
6a. POINT OF CONTACT NAME AND TITLE: Robert J. Ball, P.E.	7. NAME OF FIRM *(If Block 2a is a Branch Office)*
6b. TELEPHONE NUMBER: (386) 677-2482 / 6c. EMAIL ADDRESS: bball@zevcohen.com	

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
N/A		

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
02	Administravtive	4	
08	CADD Technical	3	
12	Civil Engineer	14	
15	Construction Inspector	2	
24	Enviornmental Scientist	6	
39	Landscape Architecture	3	
47	Planner	3	
58	Technician/Analyst	2	
	Other Employees		
	Total	37	

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
A06	Taxiway, FAA Planning	1
A11	Site Design	2
C06	Site Design	2
C07	Seawall, Dock, Marina	4
C11	Municipal Site Design	2
E09	Environmental Design/Permitting	3
E10	Environmental Design/Permitting	3
E11	Environmental Design/Permitting	3
H10	Civil/Site Design	2
H11	Civil/Site Design	5
I01	Major Facility Design	4
L03	Landscape Design, Public/Private	4
O01	Civil/Site Design	4
P05	Public/Private Conculting	2
P06	Municipal Site Design	2
P13	Public/Private Conculting	2
R04	Parks and Recreation Facilites	3
S04	Wastewater ForceMain-Lift Station	2
S11	LEED Design	2
S13	Stormwater and Drainage Design	3

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	7
c. Total Work	7

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE: 7/9/26
c. NAME AND TITLE: Robert J. Ball, President	

CITY OF TITUSVILLE - ROYAL OAK GOLF COURSE REDEVELOPMENT PLANNING

RFQ#: CO-26-Q-045TB

Robert J. Ball
Principal-in-Charge

Dwight DuRant, P.E.
QA/QC

Mark P. Karet, AICP
Project Manager

Clay Ervin
Planning Lead

Rebekah Cottle
Planner

Kristopher T. Rowley, P.E.
Civil Engineering Lead

Spencer Kershaw, P.E.
Project Engineer

Jake E. Stehr, P.L.A
Landscape Architect

Mallory B. Tatum
Environmental Scientist

Lassiter Transportation Group, Inc.
Traffic Engineering

UES Professional Solutions, LLC
Geotechnical Engineering & Phase I Analysis

Sliger & Associates, Inc.
Survey Services

PERSONNEL PROFILES

ZCA presents the following qualified personnel, both in-house and through sub-consultants, to serve the City of Titusville. Detailed resumes, including specific project experience, are included in Tab 4 as part of the SF330 packet.

Principal-in-Charge – Zev Cohen & Associates, Inc.

Robert "Bobby" J. Ball, P.E.

300 Interchange Blvd. Ste. C
Ormond Beach, FL 32174
(386) 677-2482
bball@zevcohen.com

Bobby holds a B.S. in Civil Engineering from the University of South Florida. Serving as ZCA's President, Bobby is best known for his judicious approach to problem solving, no matter the complexity. Bobby's energy, attention to detail, and problem-solving skills give him the ability to coordinate and expedite tasks by combining experience in engineering design with a diligent approach to project management. His approach to project management, coupled with outstanding client relations, has made him a "playmaker" in the engineering and development arena and the "go to" engineer for ZCA's returning clients. Bobby's strong technical ability and extensive knowledge of the local land development process has won him the respect of his colleagues. His experience has also made him the prime candidate to serve as the Lead Engineer for several large ZCA clients, including the Daytona International Speedway.

Project Manager

Mark Karet, AICP

300 Interchange Blvd. Ste. C
Ormond Beach, FL 32174
(386) 677-2482
mkaret@zevcohen.com

Mark holds a B.A. in Public Affairs from the George Washington University and a Master of Urban and Regional Planning from the University of Florida. Mark has 37 years of professional experience as a planner for public agencies and private consultants. He has experience in land development regulation, entitlement coordination, comprehensive planning, zoning, community development, redevelopment, affordable housing, grant administration, capital improvement planning, budgeting, and business process improvement. He worked with Zev Cohen & Associates, Inc. (ZCA) from 2005 to 2008 as our Planning Manager and rejoined ZCA in September of 2016 as our Director of Planning.

QA/QC Coordinator

Dwight DuRant, P.E.

300 Interchange Blvd. Ste. C
Ormond Beach, FL 32174
(386) 677-2482
ddurant@zevcohen.com

As a Principal of Zev Cohen & Associates, Inc. (ZCA), Dwight has acquired a diverse background in site development experience with a sound working knowledge of engineering and design analysis.

Dwight began his professional experience in 1983 and has worked continuously on engineering and design projects since that time. Dwight serves both private and public clients throughout the Southeast. His ability to combine engineering design and diligent project management leads to projects under budget completed on time.

Dwight prides himself on providing personal, hands-on services to a wide variety of clients. This type of client service has become the foundation of ZCA's philosophy. Under Dwight's leadership, ZCA has become of the largest civil engineering firms in the area.

Planning Lead

Clay Ervin

300 Interchange Blvd. Ste. C
Ormond Beach, FL 32174
(386) 677-2482
cervin@zevcohen.com

Clay is a professional city planner with experience in both the private and public sectors, specializing in project management, resource allocation, sustainable development, land planning, transportation planning, and growth management. He has authored numerous comprehensive plans for local governments, as well as land development regulations and development agreements. He has served as a project manager for a wide range of public and private sector planning and development projects, including the drafting and implementation of sustainable development initiatives at multiple scales. He also has extensive experience in public presentations, community outreach, and utilization of land planning, engineering and environmental standards in developing plans for permitting and development.

Planner

Rebekah Cottle

300 Interchange Blvd. Ste. C
Ormond Beach, FL 32174
(386) 677-2482
rcottle@zevcohen.com

Rebekah is a dedicated planning professional with a diverse background in public sector planning, education, and nonprofit service. She brings expertise in ordinance development, stakeholder engagement, policy analysis, and comprehensive planning. Her experience spans community outreach, land use compatibility studies, and rural planning efforts. Rebekah is skilled in facilitating cross-departmental collaboration and applying data-driven strategies to improve planning outcomes. She is passionate about helping communities—urban and rural—plan for vibrant futures.

Civil Engineering Lead

Kristopher Rowley, P.E.

300 Interchange Blvd. Ste. C
Ormond Beach, FL 32174
(386) 677-2482
krowley@zevcohen.com

Kristopher, a University of Central Florida graduate, is an essential member of the ZCA team. With his engineering knowledge and multi-tasking abilities, Kristopher successfully handles a multitude of projects and tasks. His familiarity with site design and utility and stormwater management is conducive to a variety of projects. The level of involvement exemplified in Kristopher's work allows him to develop trusting client relationships and ensures projects are completed efficiently and on time. His strong understanding of the planning, design, and permitting process, in addition to his effective project coordination skills, allows Kristopher to produce high quality work while maintaining tight schedules and keeping up with demands.

Civil Engineering

Spencer Kershaw, P.E.

300 Interchange Blvd. Ste. C
Ormond Beach, FL 32174
(386) 677-2482
skershaw@zevcohen.com

Spencer holds a B.S. in Civil Engineering from Embry-Riddle Aeronautical University. Spencer has been a member of the Zev Cohen & Associates, Inc. (ZCA) family since his college years when he served as an intern. Spencer displays a strong work ethic and continues to work diligently to expand his rapidly growing engineering knowledge. Spencer understands the importance of producing high quality work while maintaining tight schedules and meeting demands.

Landscape Architecture

Jake Stehr, P.L.A.

300 Interchange Blvd. Ste. C
Ormond Beach, FL 32174
(386) 677-2482
jstehr@zevcohen.com

Jake holds a B.A. in History from Oklahoma Baptist University and a Master of Landscape Architecture degree from Auburn University. Trained as a Landscape Architect with a professional background in history and planning, Jake brings unique perspective and pragmatic solutions to complex projects. He is a cross-disciplinary designer who creates strong collaborations by translating between project constituencies. His expertise is in organically integrated urban landscapes. To create constructed habitats and social spaces in these contexts, Jake employs an opportunistic and resourceful design approach. Throughout his career, he has strived to leverage a connection between the broad idea of site, history, geography and the interaction between people and place.

Environmental Services

Mallory Tatum

300 Interchange Blvd. Ste. C
Ormond Beach, FL 32174
(386) 677-2482
mtatum@zevcohen.com

Mallory is an engaging and active ecologist and, as a Florida native, she has been exposed to a range of ecological and business diversity. Mallory's current experience involves federal, state and local permitting, wetland delineation, threatened and endangered species surveying, habitat management, and mitigation monitoring. Her ability to absorb details and produce results reflects her values and considerations towards managing the client's time and money, making her a valued ZCA team member.

Sub-Consultants

ZCA proposes utilizing sub-consultants for the Traffic Engineering, Survey, and Geotechnical Engineering portions of the RFQ scope. ZCA has enjoyed a professional relationship with these firms for several years.

Traffic Engineering – Lassiter Transportation Group, Inc.

Kady Dearing, P.E.

1450 W. Granada Blvd., Ste. 2
Ormond Beach, FL 32174
(386) 257-2571
kdearing@ltg-inc.us

Kady is an experienced transportation engineer with expertise in traffic operations, roadway geometrics, transportation planning, and safety. Her background includes traffic impact analyses, traffic signal warrant studies, intersection and corridor studies, bicycle and pedestrian feasibility studies, and ADA transition planning. Ms. Dearing is proficient in Highway Capacity Software, Synchro 10, Trends Analysis, Atlas, and the Central Florida Regional Planning Model (CUBE). She also has extensive experience preparing

conceptual roadway improvements using MicroStation in accordance with FDOT design standards and plans preparation procedures.

Survey Services – Sliger & Associates, Inc.

Jeffrey Hattendorf, PSM

3921 S. Nova Road
Port Orange, FL 32127
(386) 761-5385
jhattendorf@sligerassociates.com

Jeff brings nearly 45 years of land surveying experience, beginning with military assignments overseas before transitioning to the private sector. For more than 35 years, he has supported residential and commercial projects across Brevard County, Florida, and earned his Professional Surveyor and Mapper license in 2001. As Senior Surveyor at Sliger & Associates, he leads multiple teams and oversees municipal contracts, plats, special surveys, and client support, contributing significantly to the firm's work.

Geotechnical Engineering – Universal Engineering Solutions, LLC

Robert Smith, P.E.

820 Brevard Avenue
Rockledge, FL 32955
(321) 638-0808
rlsmith@teamues.com

Robert has 25 years of experience and is currently the Senior Project Manager of the geotechnical engineering division for UES' Rockledge branch. His duties include the coordination of in-house drilling crews, laboratory services, and client liaison during the preparation of geotechnical engineering reports for various projects. In addition, Robert provides review and direction to engineering and technical support staff.

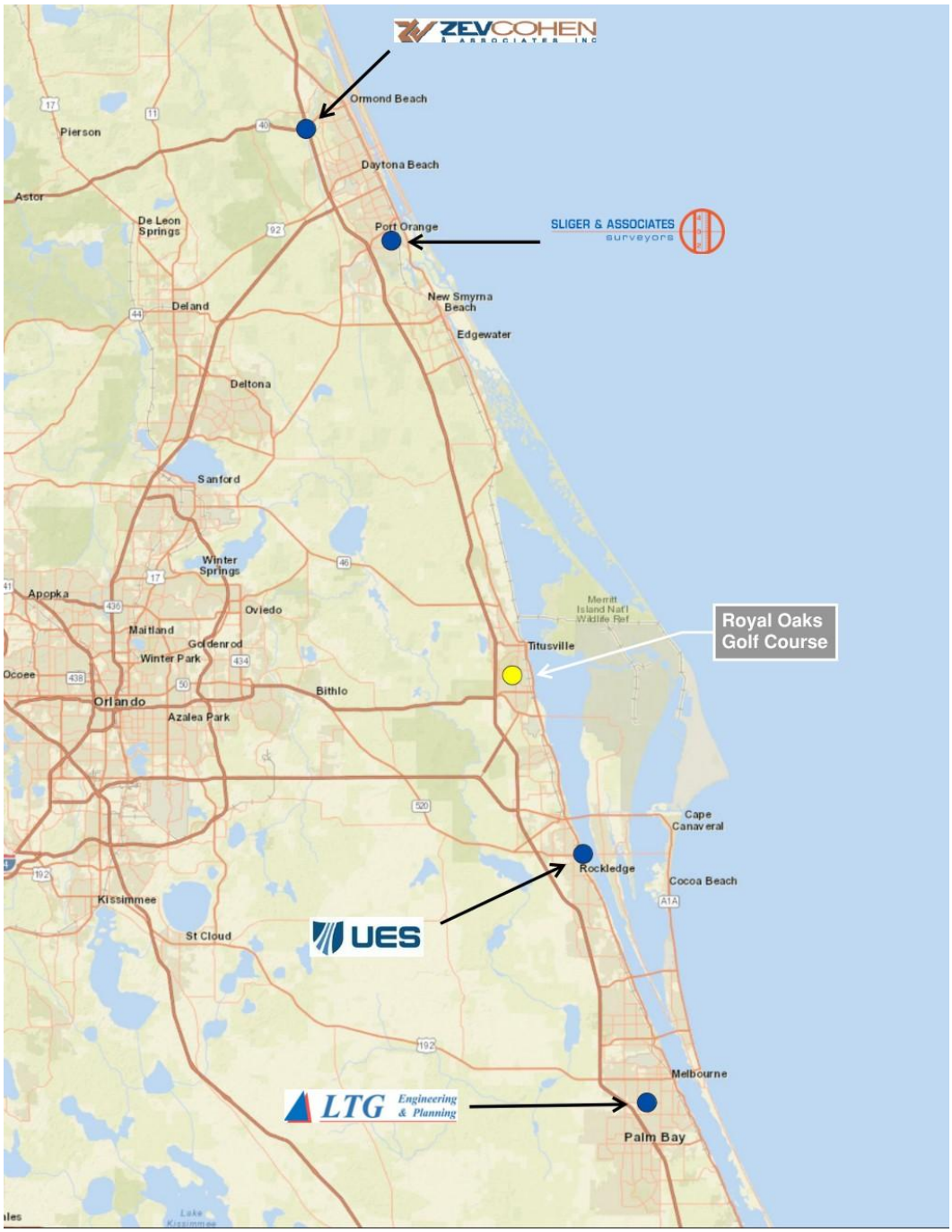
Phase I Environmental Services - Universal Engineering Solutions, LLC

Katie West

820 Brevard Avenue
Rockledge, FL 32955
(321) 407-3939
Kwest1@teamues.com

Katie is an environmental scientist with more than 20 years of experience in environmental compliance, remediation, and regulated storage tank systems. She has supported large-scale federal and municipal projects, including environmental due diligence, soil and groundwater remediation, SPCC planning, and regulatory inspections for sensitive facilities such as NASA's Kennedy Space Center. Katie holds a B.S. in Environmental Geography and maintains multiple industry certifications, including HAZWOPER, SPCC, stormwater, and storage tank inspection.

ZCA & SUBCONSULTANT TEAM PROXIMITY TO SITE



LITIGATION STATEMENT

ZCA has provided professional design and consulting services in Florida for over 49 years with over 10,000 projects worked on. With this level of work and the litigious nature of our engineering profession, we are occasionally subjected to legal challenges.

A recent claim was filed against us by Portofino Gardens at Venetian Bay Homeowners' Association, Inc. The claim was against and included the Contractor and Developer and we were included as the Engineer of Record. The issue revolved around construction quality and maintenance of the project. No determination of fault was made, and the parties settled in mediation as a matter of compromise. Our insurance provider has covered the claim.

Another recent claim was filed against us by a property owner adjacent to a subdivision project for which we provided civil design services, Vineland Reserve. The claim is against the Developer, Contractor, and Geotechnical Engineer and we were included as the civil Engineer of Record. The issue revolves around a geotechnical groundwater condition issue for the project and the possible effects on the adjacent property. No determination of fault has been made, and the parties are currently working through remediation discussions; however, our insurance provider has been notified and will cover the claim if we are found responsible.

Neither ZCA nor any of its partners or officers have ever been terminated from any contract agreement for non-performance, especially for failure to complete the scope of work assigned. Similarly, neither ZCA nor any of its partners have ever declared bankruptcy.

TAB 5. EXPERIENCE – SIMILAR PROJECTS

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd., Suite C, Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-2505 • www.zevcohen.com

SIMILAR PROJECT EXPERIENCE

The City of Titusville needs a consulting team that understands the issues associated with a redevelopment project, such as the Royal Oak Golf and Country Club. The following table summarizes some of the similar projects that the ZCA Team successfully completed. Attached are detailed summaries of these projects.

Project Name	Redevelopment/New Development	Public Outreach	Notes
Tomoka Oaks Golf & Country Club	Redevelopment of defunct golf course	Multiple outreach and public hearings	Residents were staunchly against efforts to redevelop the course for residential use.
Jackie Robinson Ballpark, City Island, Daytona Beach	Redevelopment of civic space to accommodate upgrades to historic ballpark	Multiple outreach	Part of the redevelopment included the removal of courts and other facilities. There was considerable pushback from users of the facilities.
Amazon Facility Daytona Beach	New Development	Multiple outreach and public hearings	The residents of Pelican Bay Development objected to the development of an Amazon final-mile sorting facility across the street
One Daytona Community Development District	Redevelopment of old office park	Multiple outreach and public hearings	Redevelopment of the former General Electric office complex that was vacant for multiple years.
Daytona Beach Riverfront Esplanade	Redevelopment of public space	Public outreach	Working for both private and public sector interests to redevelop a waterfront park into a focal point and initial building block for redevelopment of Downtown Daytona Beach.

TOMOKA OAKS GOLF COURSE REDEVELOPMENT ORMOND BEACH, FLORIDA

Key Issue:

- Reuse of a closed mid-century golf course surrounded on all sides by an established residential neighborhood, with strong community sensitivity to density, compatibility, traffic impacts and loss of open space.

Zev Cohen & Associates led the redevelopment planning for the former Tomoka Oaks Golf Course, a 148± acre site in Ormond Beach, Florida. Tomoka Oaks dates back to the 1960's and was developed in tandem with the surrounding residential subdivision. The course operated for decades before closing several years ago, leaving a large, vacant tract embedded within an established single-family neighborhood. Recognizing that the central challenge of such a site is reconciling new development with the expectations of long-tenured surrounding residents, ZCA conducted an extensive, multi-meeting public outreach process to gather neighborhood input and guide the project's direction. That engagement directly informed the development of multiple redevelopment concepts, each evaluated against community feedback and compatibility with the existing subdivision pattern.

ZCA's approach centered on early and sustained community engagement rather than presenting a finished plan for reaction. We conducted an extensive, multi-meeting public outreach process to understand neighborhood priorities, concerns, and tolerances before committing to a development direction. That input directly shaped the work product: we developed multiple redevelopment concepts, each tested against community feedback and against compatibility with the existing subdivision's density, lot pattern, circulation, and edge conditions. This iterative process allowed the competing objectives of development feasibility, neighborhood compatibility, and responsible land use to be weighed openly rather than assumed.

ZCA's plan establishes a maximum of 254 single-family lots across the 147.94-acre site, yielding a deliberately lower gross density of just 1.72 units per acre than the surrounding neighborhood. The plan preserves 29.6 acres as natural preservation area and dedicates 67.84 acres to open space, nearly half the site, sustaining much of the green, open character residents valued in the original course. A 50-foot vegetative landscape buffer, planted at a minimum of five trees and fifty shrubs per 100 linear feet, provides a substantial screened transition to adjoining properties. Together, these measures demonstrate that the successful redevelopment of a closed golf course depends not on maximized density, but on a context-sensitive plan that is low in intensity, generous in open space, and grounded in neighborhood input.

Client Contact:
Sheldon Rubin
Triumph Oaks of Ormond Beach, LLC
7765 Lake Worth Road
Lake Worth, FL 33467
(386) 679-4080
sheldonrubin@gmail.com

Project Cost: $30M

Project Completion Date:
Ongoing

CITY ISLAND MASTER PLAN – JACKIE ROBINSON BALLPARK DAYTONA BEACH, FLORIDA

Key Issues:

- Establish Vision
- Historically Sensitive Context
- Construction Coordination during Ballpark Utilizations

Conceptual Development

City Island, a historic peninsula along the Halifax River in downtown Daytona Beach, has long been one of the city's most significant yet underutilized civic assets. In 2017, ZCA developed a comprehensive Conceptual Master Plan to transform the island into a vibrant mixed-use waterfront destination while preserving its historic character. The master plan organized the island into interconnected districts centered around a new civic plaza with public art, event space, and interactive water features. A pedestrian-friendly waterfront featuring mixed-use development, restaurants, retail, and dock-and-dine access was proposed to activate the riverfront. Family-oriented amenities—including enhancements to the children's library, playground, fishing pier, natural play area, and rowing facilities—reinforced the island's role as a community destination.

Additional elements included a waterfront hotel, marina, veterans' memorial, rooftop dining, and adaptive reuse of the existing fire station. At the heart of the vision, Jackie Robinson Ballpark was positioned as the catalyst for redevelopment, connected to the Library/Civic Center by a new pedestrian promenade.

Jackie Robinson Ballpark Improvements

Phase 1 — Facility Modernization

ZCA provided civil engineering, landscape architecture, and construction administration services for the comprehensive upgrade of facilities at this historic, city-owned minor league baseball stadium. Key improvements included a new 30,000-sf player development facility, renovated dugouts, improved seating and fan amenities, a multi-purpose event space, and associated infrastructure improvements including ADA-accessible parking, secure team parking, enhanced landscaping, and operational upgrades throughout the complex.

Phase 2 — Third-Base Amenity Area (Ongoing)

ZCA is providing civil engineering, landscape architecture, and construction administration services for Phase 2 of the ongoing improvements to Jackie Robinson Ballpark. Phase 2 includes the demolition and removal of the existing clubhouse and locker room facilities, along with the construction of a new third-base amenity area designed to enhance the overall player, staff, and fan experience.

Client Contact:
David Waller
Public Works Director
City of Daytona Beach
950 Bellevue Avenue
Daytona Beach, FL 32114
(386) 671-8601
wallerd@codb.us

Project Cost:
Phase 1: $30M
Phase 2: $11.6M

Project Completion Date:
Ongoing (Ballpark Portion)

AMAZON SORT FACILITY (PELICAN BAY OUTREACH) DAYTONA BEACH, FLORIDA

Key Issues:

- Coordination of a large-scale site with multiple roadway access points.
- Coordination with the project attorney
- Extension of a Volusia County roadway
- Public outreach and neighborhood coordination with Pelican Bay residents
- Floodplain, compensating storage, stormwater, environmental, and wetland permitting coordination due to the site's proximity to the B-19 Canal and Spruce Creek watershed

Zev Cohen & Associates provided civil engineering, landscape architecture, environmental sciences, permitting, and public outreach support for a major Amazon sort facility located in Daytona Beach, Florida. The project included an approximately 2.6-million-square-foot, six-story sort facility with an overall building footprint of approximately 600,000 square feet on a 110-acre site. Prior to site planning, ZCA worked with the project attorney to support the rezoning of the property, helping establish the entitlements necessary to move the project forward into detailed site design and permitting. The project included three access points serving the site: Bellevue Avenue, Williamson Boulevard, and Beville Roadway. One of the major site access components included extending a Volusia County roadway to provide access to the project. This roadway extension was coordinated with the project traffic engineer and Volusia County. The property is owned by the airport, which is owned by Volusia County, requiring coordination with the County as both the roadway authority and property owner. The Beville Roadway connection presented a significant coordination challenge because it was located directly across from the Pelican Bay subdivision entrance. Residents within Pelican Bay expressed concerns regarding potential traffic impacts, congestion, and the timing of vehicles entering and exiting the site. To address these concerns, the project team participated in multiple neighborhood meetings with Pelican Bay residents. These meetings included graphics and video exhibits to help explain projected traffic patterns, shift timing, anticipated peak traffic periods, and how the site's multiple access points would help distribute traffic throughout the surrounding roadway network. The team also coordinated with residents to explain that Beville Roadway is a state roadway and that the project included additional access points on Bellevue Avenue and Williamson Boulevard to reduce reliance on any single connection. The project also required significant stormwater and environmental coordination. Due to the site's proximity to the B-19 Canal, which ultimately flows toward Spruce Creek, flood studies were required to evaluate project impacts and provide the necessary compensating storage. Wetland impacts were also permitted through the St. Johns River Water Management District. ZCA's environmental sciences team supported the wetland permitting process, while the landscape architecture team provided landscape design services associated with the overall site development.

Client Contact:
Chris Seward
Hillwood
3414 Peachtree Rd. NE Ste. 960
Atlanta, GA 30326
(901) 682-4920
chris.seward@hillwood.com

Project Cost: $330M

Project Completion Date: 2022

ONE DAYTONA COMMUNITY DEVELOPMENT DISTRICT
DAYTONA BEACH, FLORIDA

Key Issues:

- Community Development District
- Rezoning & Land Use
- Major Infrastructure Planning and Design

One Daytona is designed as a mixed-use development across from Daytona International Speedway including 200,000 square feet of retail/dining/entertainment space, 2,500-seat multi-screen movie theater, residential component and 160-room hotel. The redevelopment project included Comprehensive Plan Amendment and Comprehensive Signage Plan and Rezoning. Our staff worked with the owner and their attorney to orchestrate the complicated local and state land use and zoning entitlement process. In addition, Zev Cohen & Associates, Inc. (ZCA) is also serving as the project's Community Development District (CDD) consultant providing planning and engineering services. Initial office tower portion of the project was designed using creative stormwater management practices to meet LEED criteria for quality, quantity and uses for stormwater and open space. The tower achieved Gold LEED certification by the U.S. Green Building Council (USGBC). The tower portion also included the procurement of an Office of Tourism, Trade and Economic Development (OTTED) Grant for intersection improvements at International Speedway Boulevard which included turn lanes, traffic signal, and sidewalk improvements. OTTED improvements required administration by the County and required the project to meet state standards for design and construction. The County, International Speedway Corporation and ZCA teamed with the Florida Department of Transportation (FDOT) while "piggy backing" the resurfacing of International Speedway Boulevard. The balance of the project was also master planned for both stormwater and utility components. The utility aspects include a Regional Lift Station serving both on and off-site properties. The forcemain design included a directional drill crossing of International Speedway Boulevard. The water system design consisted of a complete modeling of the infrastructure which includes increased demand specific to Special Event Impacts.

Client Contact:
Jeff Boerger
International Speedway Corporation
One Daytona Boulevard
Daytona Beach, Florida 32114
(386) 681-6847
jboerger@iscmotorsports.com

Project Cost: $250M

Project Completion Date: Ongoing

ONE DAYTONA

DAYTONA BEACH RIVERFRONT ESPLANADE
DAYTONA BEACH, FLORIDA

Key Issues:

- Waterfront Public Space
- Reimagining for the Community
- Resiliency Design

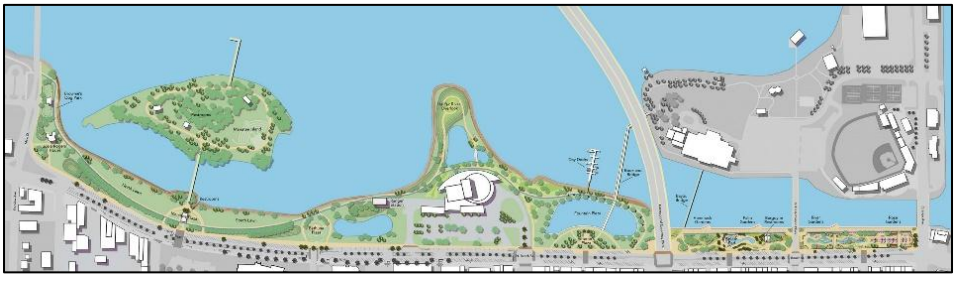
Along the Intracoastal Waterway in downtown Daytona Beach, the reimagined riverfront park will bring vitality and community engagement to this forgotten space. Since its peak in the 1940s, the park and gardens have been in decline, leaving the area with a tired and dated appearance. New factors, including resiliency planning for storm surges and sustainability needs for water quality, are central to the design. ZCA and Marquis, Latimer + Halback, Inc. provided the design for the development of a new esplanade to provide a destination for families while spurring economic development in the heart of Daytona Beach.

The master plan divides the nearly 1-mile esplanade into 3 interconnected segments. The “Family & Garden Zone” incorporates a rose garden, riparian garden, palm garden, and coastal hammock garden with a feature fountain and splash pad. The “Gateway Zone” has a dramatic dune overlook, while the “Community Gathering Zone” has a large lawn and plaza space for community events. Biofiltration and elevated segments create a hurricane-resilient green space for Daytona’s story to continue to grow for generations.

Client Contact:
Joseph Yarbrough, Park Manager
Brown Riverfront Esplanade Foundation
249 N. Beach Street
Daytona Beach FL 32114
(386) 299-6373
jwysdaytonafl@gmail.com

Project Cost: $31M

Project Completion Date:
2024



REFERENCES

1. **David Lotz, VP and Chief Corporate Counsel, Brown & Brown**
   Brown Riverfront Esplanade Foundation Board Member
   (386) 239-8883
   dlotz@bbins.com

Project: Riverfront Esplanade – Daytona Beach, FL

Scope: ZCA provided civil engineering and environmental services to develop the design of the Daytona Beach Riverfront Park known as the Riverfront Esplanade. The Esplanade Park is a 1-mile linear park. This project consisted of a revitalized downtown park that draws residents and visitors to the area. The park project created open, pedestrian friendly pathways that encourage visitors of the park to enjoy opportunities such as jogging, picnicking, and viewing some of the City's history, all in the same place. ZCA's work spanned **2019-2025** over various phases with a total **construction cost of approximately $36.5M**.

2. **David Waller, Public Works Director**
   City of Daytona Beach
   (386) 671-8601
   wallerd@codb.us

Project: Jackie Robinson Ballpark Upgrades – Daytona Beach, FL

Scope: ZCA provided civil engineering, landscape architecture, and construction administration services for the upgrade to the facilities at this historic, city-owned minor league baseball stadium. Key improvements included a new 30,000-sf player development facility, renovated dugouts, improved seating and fan amenities, a multi-purpose event space, and associated infrastructure improvements including ADA-accessible parking, secure team parking, enhanced landscaping, and operational upgrades throughout the complex. ZCA's work spanned **2024-2026** with a total **construction cost of approximately $30M**.

3. **Shawn Finley, P.E., Asst. City Manager**
   City of Ormond Beach
   (386) 610-0411
   shawn.finley@ormondbeach.org

Project: Cassen Park Redesign – Ormond Beach, FL

Scope: The subject project site is located on the southeast corner of Granada Boulevard and Beach Street across from City Hall on the Ormond Beach downtown waterfront consisting of approximately 3.5

acres. The project was re-developed as an active waterfront park with upgraded facilities, activities, and infrastructure. Specifically, Cassen Park increases the amount of boat parking and improves ramp traffic in addition to the primary goal of improving boater access. Pedestrian and vehicular conflicts were minimized by creating a central green area and improved pedestrian trail separating pedestrians and cars throughout the four corners of the Bridge. This also allows for improved flexibility in support of large City events that happen throughout the year. ZCA's work spanned **2023-2025** at a **construction cost of approximately $3M**.

4. **Junos Reed, P.E., City Engineer**
   City of Port Orange
   (386) 506-5754
   jureed@port-orange.org

Project: Public Works Field Operation Facility – Port Orange, FL

Scope: The Port Orange Public Works Field Operation facility is a site consisting of a +/- 11,400 sf administration building and +/-16,700 sf warehouse. The site was designed to accommodate parking for employees and visitors as well as both covered and uncovered parking for large equipment used by the City's public works department. Granular storage, vehicle wash-down areas, and street sweeper collection areas were also designed as part of the site plan. ZCA also provided environmental and landscape architectural services. ZCA's work spanned **2022-2026** with a total **construction cost of approximately $8.3M**.

5. **Jeff Boerger**
   International Speedway Corporation
   (386) 681-6847
   jboerger@iscmotorsports.com

Project: One Daytona Entertainment Complex (Redevelopment Project) – Daytona Beach, FL

Scope: One Daytona is designed as a mixed-use development across from Daytona International Speedway including 200,000 SF retail/dining/entertainment space, 2,500-seat multi-screen movie theater, residential component and 160-room hotel. The redevelopment project included comprehensive plan amendment, signage plan, rezoning, traffic and sidewalk improvements, and stormwater and utility master planning modeled to accommodate increased demand specific to Special Event Impacts. ZCA currently serves as the project's Community Development District consultant providing planning and engineering services. ZCA's work spanned **2016-ongoing** with a total **construction cost of approximately $250M**.

PUBLIC PARTICIPATION EXPERIENCE

The ZCA Team provides a broad and diverse history with public engagement and education. The lesson learned from these experiences is that one size does not fit all. There are different skills and techniques that need to be adapted to ensure a successful project. The following reflects several projects where the ZCA Team presented or led public outreach programs. Please use the links to observe the ZCA Team presenting to the public.

1. **Volusia County Association for Responsible Development (VCARD)**
   A. Kris Rowley, Mallory Tatum and Clay Ervin presented to professionals and the public on the issues and methods of environmental permitting
   B. The program provided outreach and education for professional continuing education credits, as well as outreach to the public to demystify the permitting process.
   C. Focus was on the necessity to bring balance and data-backed solutions so that development and environmental protection can co-exist.
   D. Access the video at: Growth, Conservation & The Science That Connects Them

2. **Tomoka Reserve (Redevelopment of Tomoka Oaks Golf and Country Club Redevelopment)**
   A. Engineer and landscape architect for the redevelopment of a defunct 147-acre golf and country club.
   B. Coordinated with the client and land use attorney to develop community outreach to adjacent neighbors, concerned citizens and public officials.
   C. Provided technical recommendations and developed plans to address public comments and concerns.
   D. Access to Planning and Zoning Board meeting (July 13, 2023): Planning Board Meeting 7.13.23 (NOTE: Dwight DuRant, Jake Stehr, Mark Karet begins their presentation at 44:20 minutes into the meeting)

3. **City of Ormond Beach Linear Park Design Charette**
   A. Developed interactive community engagement materials to encourage broad public participation.
   B. Created mapping exercises to collect location-specific feedback and identify valued community spaces.
   C. Designed interactive concept cards to identify residents' preferred park experiences and priorities. (Included at the end of this Public Participation section.)
   D. Cards were used by attendees to rank their preferences on how the proposed riverfront, linear park would appear and feel.
   E. Synthesized public input into guiding design principles for the Ormond Linear Park concept.
   F. No video or audio is available, but the visual preference survey tool is attached as an example of a unique public engagement tool.

4. **Volusia County Stormwater Management Workshop**
   A. Clay Ervin partnered with Volusia County's Public Works Director to provide overview of the regulatory and operational issues associated with stormwater management.
   B. Workshop was in response to public outcry about lack of action by the county to prevent flooding as a result on new development.
   C. One of many educational outreach programs initiated by Volusia County to provide a transparent education programs to the public.
   D. Video of the meeting can be accessed: County Council Special Meeting - Tuesday January 14, 2025 - YouTube

5. **City of Crescent City Planning & Zoning Commissioner Training**
   A. Mark Karet presentation to the Planning & Zoning Commission members covering the fundamentals of their role, including application review and decision-making, policy development, public engagement, and their advisory relationship to the City Commission.
   B. A central portion of the presentation distinguishes the three types of decision-making (legislative, quasi-judicial, and administrative) with particular attention to Florida's competent substantial evidence standard and the disclosure requirements for ex parte communication.
   C. Video of the meeting can be accessed: March 21, 2024

Below is a sampling of the creative cards mentioned in item 3.C. to illustrate concepts that residents could use to indicate their preferred park amenities.

LETTERS OF RECOMMENDATION

To whom it may concern, June 26, 2026

In 2021, Triumph Oaks of Ormond Beach I, LLC purchased the former Tomoka Oaks Golf and Country Club, a property consisting of approximately 147 acres surrounded by a 500± lot single-family residential development known as Tomoka Oaks. The golf course had been closed when purchased and was bought for the purpose of redeveloping into a new single-family residential community.

Zev Cohen and Associates (ZCA) was retained as our site engineers and landscape architects. They have worked diligently and effectively on this project since that time. They have been very responsive and timely in their production of deliverables. It is our understanding that ZCA is proposing to assist the City of Titusville with determining reasonable alternative uses to which the defunct golf course property, previously known as Royal Oaks Golf and Country Club, could be put. This property appears similar in ways to our property in Ormond Beach. Not only is the property physically similar (former golf course surrounded by residential neighborhood) but it is also similar in that the surrounding community was adamantly opposed to any changes to the use of the property.

Based on their work for Triumph Oaks of Ormond Beach I, LLC, ZCA would be an excellent choice to assist the City with this Royal Oaks property. They planned and ran several community meetings, provided effective exhibits as well as provided the necessary engineering/architectural work and coordination with other professionals that were needed for this project. ZCA was a critical part of the team in the development of alternative plans that address the concerns raised by the neighbors and minimized impacts on the surrounding properties.

We are still working through the subdivision process with the City of Ormond Beach and ZCA is still providing the necessary expertise to complete the detailed engineering plans and landscaping design services.

Based on our experience with ZCA, I can highly recommend them as a Professional Engineer firm, competent to complete work necessary to provide the city of Titusville with the best outcome possible in a timely manner.

Sincerely,

Sheldon Rubin, Manager
Triumph Oaks of Ormond Beach I, LLC

CITY OF ORMOND BEACH
City Manager 22 S. Beach St. Ormond Beach, FL 32174 (386) 676-3200 Fax: (386) 676-3384

February 2024

To Whom it May Concern:

I have had the privilege of closely collaborating with the firm since my arrival in 2009, and I have consistently witnessed their dedication, expertise, and professionalism in action.

Zev Cohen & Associates has consistently demonstrated their commitment to delivering high-quality engineering, environmental, and planning services to our community. They have been instrumental in successfully completing various projects for the City of Ormond Beach, including notable endeavors such as the Andy Romano Beachfront Park, Cassen Park, and most recently, their involvement in navigating the potential impacts of the Live Local Act on our community.

One of the standout qualities of Zev Cohen & Associates is their unwavering dedication to meeting project deadlines without compromising on quality. They have consistently delivered projects on time, ensuring minimal delays and disruptions to our operations. Additionally, their proactive communication style has been invaluable throughout the project lifecycle. They provide regular status reports, keeping us informed and updated on all project developments, and are always readily available to address any concerns or inquiries.

Furthermore, I have been particularly impressed by Zev Cohen & Associates' collaborative approach to their work. They actively engage with stakeholders, including the City Commission, and citizens to ensure that important projects are progressing smoothly and that all relevant parties are kept informed. Their commitment to excellence is evident in every interaction, making it a pleasure to work alongside them.

In conclusion, I wholeheartedly endorse Zev Cohen & Associates for their outstanding contributions to the field of engineering. Their accessibility, expertise, and unwavering dedication make them an invaluable asset to any project or community. It is without hesitation that I recommend their services, and I am confident that they will continue to exceed expectations in their future endeavors.

Should you require any further information or assistance, please do not hesitate to contact me.

Sincerely,

Joyce Shanahan
City Manager

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
www.Port-Orange.org

February 12, 2024

To Whom It May Concern:

I am pleased to offer this letter of recommendation in support of Zev Cohen & Associates, Inc. Their detailed approach to City of Port Orange projects along with their responsiveness, local knowledge and presence in our area have resulted in well planned projects and quick approvals. It has been our experience that the ZCA staff stays focused on their clients' interests, and their commitment to teamwork with a positive, cooperative attitude contributes to the success of their projects.

I look forward to continuing our working relationship with ZCA and can confidently recommend them to others who are in need of the professional services they provide.

Sincerely,

Wayne Clark
City Manager

WC/mw

"Growing In Beauty and Opportunity"

Brown & Brown, Inc.
300 N. Beach Street
Daytona Beach, FL 32114
(386) 239-8883

David B. Lotz
Vice President and Chief Corporate Counsel

June 1, 2022

Re: Zev Cohen & Associates

To whom it may concern:

I have been involved with the Brown Riverfront Esplanade project in Daytona Beach since its inception and currently serve on the board of the Brown Riverfront Esplanade Foundation. I am pleased to offer this letter of recommendation in support of Zev Cohen & Associates, Inc. Their detailed approach to the Daytona Beach Riverfront Esplanade project along with their responsiveness, local knowledge, and technical expertise resulted in a well-planned and successful project. It has been our experience that the ZCA staff stays focused on their clients' interests. Their commitment to teamwork with a positive, cooperative attitude contributes to the success of their projects.

The Brown Riverfront Esplanade Foundation looks forward to continuing our working relationship with ZCA and can confidently recommend them to others who are in need of the professional services they provide.

Sincerely,

David B. Lotz

Cc: Hyatt Brown

To Whom It May Concern,

I am writing to express my enthusiastic support for Zev Cohen & Associates, Inc. and their outstanding contributions to our projects within the Town of Pierson. It has been a pleasure working alongside their team, and I am impressed by their professionalism, expertise, and unwavering commitment to our Town.

ZCA's attention to detail and thorough approach to project management has been instrumental in ensuring the success of our initiatives. Their responsiveness and proactive communication have fostered a collaborative partnership built on trust and mutual respect. Regardless of the challenges we encountered, ZCA consistently demonstrated their ability to adapt and deliver solutions tailored to our unique needs.

Furthermore, I have been particularly impressed by ZCA's deep-rooted understanding of the local landscape and regulatory framework. Their expertise in navigating complex municipal processes has been invaluable in mitigating potential risks.

I wholeheartedly recommend Zev Cohen & Associates, Inc. to any organization seeking top-tier consulting services. Their commitment to client satisfaction, coupled with their extensive experience and proven track record of success, make them an invaluable partner in achieving project objectives.

It is with great confidence that I endorse ZCA and eagerly anticipate the opportunity to collaborate with them on future endeavors.

Warm regards,

Mayor Samuel Bennett

"Fern Capital of the World"

Volusia County
FLORIDA
County Manager

August 28, 2024

RE: Letter of Reference for Zev Cohen & Associates, Inc.

To Whom It May Concern:

I am writing this letter of reference for Zev Cohen & Associates, Inc., with whom I have enjoyed a longstanding history of work on dozens of projects. They have been an outstanding partner and resource that the county has used for over 20 years.

I also would like to point out that they have donated a lot of time and effort to community projects and organizations such as Team Volusia, our economic development arm, and VCARD (Volusia County Association of Responsible Development), which is dedicated to bringing about positive outcomes for development in our community.

Please feel free to contact me if you have any questions.

Thank you,

George Recktenwald
Volusia County Manager

County Manager's Office • 123 West Indiana Avenue, Room 301 • DeLand, FL 32720-4611
volusia.org

CONCEPTUAL STORMWATER ANALYSIS EXAMPLE

ZEV COHEN & ASSOCIATES, INC.
MEMORANDUM

To: Ryan Solstice, AICP - Development Service Director City of Edgewater
From: Ryan Duggan, P.E.
Date: January 14, 2026
Re: Oak Leaf Preserve
Phase I –Preliminary Stormwater Investigation

The City of Edgewater is receiving flooding complaints from residents of neighborhoods adjacent to the Oak Leaf Preserve subdivision located North of Masey Road and east of Old Mission Road. The City of Edgewater contracted with Zev Cohen & Associates, Inc (ZCA). To perform an engineering analysis of the permitted design and constructed conditions of the development to offer an engineering opinion if the design and/or construction contributed to the cause of the reported flooding. This engineering analysis is based on the review of the City approved construction plans, stormwater calculations, as-built survey data and conducted site inspections by (ZCA).

Review of Pre-Development Drainage
Review of the Topographic Survey by Sliger and Associates, Inc., shows that the vertical datum used in the design is NGVD 1929, and the elevations ranged from approximately 4’ in the low depressional wetland areas to elevation 7’ in the upland portions of the site. Prior to the construction of the development, drainage predominantly flowed from the northern property boundary near Ocuan Trail to the southern property boundary at Massey Road through the preexisting wetlands to the outfall location at the existing 18” corrugated plastic pipe beneath Massey Road that discharges to the Massey Road canal system. Utilizing LIDAR, contours show that elevations surrounding the Oak Leaf Preserve site specifically, around the eastern boundary and existing homes along Elizabeth Street, were of similar grade and that the Oak Leaf Preserve property does not receive any significant areas of offsite drainage.

Review of the stormwater calculations show that the pre-developed conditions are consistent with what the topographic survey implies, with the site draining to the low wetland areas of the Oak Leaf Preserve property. However, in the stormwater hydraulic model, the existing depressional wetlands are modeled as time stage nodes and do not account for the storage capacity of the wetlands and does not determine the pre-existing peak stages that the wetlands encounter during the design storm events of mean annual, 25yr-24hour, and 100yr-24-hour storms. The depressional wetlands should be modeled as stage area nodes to establish the peak stages, thereby providing a metric for comparison during the post development analysis directly related to the reported flooding. The existing depressional wetlands share a common border between the adjacent properties and the Oak Leaf Preserve development footprint. Determination of the pre-development peak stages in these wetlands is critical in comparing the pre-development conditions and post-development conditions.

Review of Post-Development Drainage Design
The constructed stormwater system comprises of five wet detention ponds that treat and attenuate stormwater runoff from the development. The five wet detention ponds are interconnected and have 3 overflow weir control structures located in Ponds A1 and B3, that discharge into the adjacent eastern wetlands on the Oak Leaf Preserve property, replicating the pre-development drainage pattern. Review of the stormwater calculations show that appropriate CN values were applied in the drainage basin analysis in pre and post development, and that the stormwater system provides approximately two times the required treatment volume required by the St. Johns River Water Management District. The stormwater hydraulic model simulated the mean annual (5.3"), 25-year-24 hour (9.5"), and 100 yr-24hour (11") storm events. Per City of Edgewater, LDC section 21-53.04 (k), the 100yr-24hour design storm shall use a minimum 13.1" of rainfall, which is 2.1" more than used in the Oak Leaf Preserve hydraulic model. It should also be noted that the remaining wetlands that the constructed stormwater system discharges to are modeled as time stage nodes in the hydraulic model, which does take into account of the available storage capacity of the remaining wetlands and does not provide a peak stage that the remaining wetlands might incur during design storm events. The remaining wetlands are along the eastern border of the Oak Leaf Preserve property and are shared with the neighboring properties along East Gateway Dr.

Review of Approved Plans and As-Builts
In review of the approved construction plans and the available as-builts, the constructed conditions of the pond geometries are in substantial conformance with the approved construction plans. Per the as-builts, the top of banks of the constructed ponds A1, A2, B1, B2, and B3 were shown to meet the design plan elevation with a top of bank elevation of 8 ft. Drainage control structures comprising of Structures 1-53 and 3-17, were constructed in substantial conformance with the plans in regards to orifice size, weir slots, structure top, and invert elevations. Per the approved construction plans, the stormwater system comprised of (3) overflow weirs. Two of which in Pond A1 and the other in pond B3. Per the as-builts, it appears that the weir crest of weir 2-16 in pond B3 was constructed 20ft longer than designed, the as-builts note 120'x 12' rip rap weir while the approved construction plans denote a 100' x 10' rip rap weir. This is notable because a wider constructed weir will allow more discharge to the receiving wetland than originally designed. As-built weir crest elevations agree with the approved construction plans.

Inspection of Drainage Facilities
Inspections were performed on the stormwater system consisting of the drainage controls structures and stormwater ponds. The drainage control structures were inspected to see if the constructed structures match the design shown in the construction plans, check for any alterations that may have been made or construction deficiencies, and for any operational obstructions. Based on the inspections, the drainage control structures appear to be constructed in accordance with the approved construction plans. No obstructions or alternations were found that would allow the drainage control structures to function substantially differently than designed. It should be noted that the skimmer on overflow weir structure #1-55 shown in Picture 5, was not constructed. Per the approved plans a skimmer should be located in front of the weir. The skimmers primary function is to limit the discharge of oils and floating debris and has no significant effect on the discharge flow from the pond.

Picture 1-Overflow Weir Structure # 2-16 in Pond B3

Picture 2-Overflow Weir Structure 2-16 in Pond B3

Picture 3-Draiange Control Structure # 1-53 in Pond A1

Picture 4-M.E.S. of Structure #1-53

Picture 5-Overflow Weir Structure #1-55 in Pond A1

Picture 6-Overflow Weir Structure 3-23 in Pond A1

Flood Zone

Per FEMA map (Appendix C) panels 12127C0700J & 12127C0685J, with the effective date of 9/29/20217, show that parts of the Oak Leaf Preserve property lie within flood zone AE with a base elevation of 5' NAVD 1988. Converting the NAVD 1988 datum to the NGVD 1929 datum that was used in the design of the development (5' NAVD 1988 +1.11' = 6.11' NGVD 1929) and is the applicable 100yr flood elevation. When overlaying the development footprint to the topographical survey, there are portions of the Oak Leaf Preserve development that impact the existing flood plain. The approved plans show no areas of compensating storage and the stormwater calculations make no mention of impacts to the floodplain. See Appendix D for flood plain impact exhibit. Per review of the topographic survey and FEMA flood panels, there appears to be a hydraulic connection via a earthen damn to the wetlands North of the Oak Leave Preserve property, which is part of the same flood plain. The lack of compensating storage and severance of hydraulic connectivity to the floodplain north of the Oak Leaf Preserve property could be a contributing factor to the flooding reported by the adjacent properties.

Summary

In summary, apart from the length deviation to overflow weir 2-16, the constructed conditions of Oak Leaf Preserve are substantially in accordance with the approved construction plans and stormwater calculations and confirmed by the review of the construction as-builts. The drainage calculations show that the stormwater ponds have sufficient capacity for the treatment and attenuation of the development's stormwater run-off. However, the drainage calculations did not incorporate the storage capacity of the adjacent depressional wetlands in pre and post development analysis to determine the peak stages of the wetland which could be used to determine if the Oak Leaf Preserve development experiences a increased peak stage in the remaining wetlands that were not filled. The remaining wetlands share a common border with the development of Oak Leaf Preserve and the existing residences along Elizabeth Street and East Gateway Drive. It should be also noted that the plans did not provide any compensating storage and the stormwater calculations did not account for or express the reasoning for omitting flood plain impacts and compensating storage. Additionally, although LIDAR does not suggest that offsite drainage areas directly drain to the Oak Leaf Preserve property, the area to the North is at similar elevation and within the same floodplain. It could be possible the wetlands North of the Oak Leaf Preserve had a hydraulic connection to the wetlands on the Oak Leaf Preserve property prior to construction which may now be severed. To better understand if the Oak Leaf Preserve exacerbates flooding, the following items should be further explored.

1. Expand the drainage analysis to include the undeveloped wooded area North of Oak Leaf Preserve to see if hydraulic connectivity occurs during the significant rain events.

2. Revise the hydraulic model so that the depressional wetlands in pre and post development are modeled as stage storage nodes to account for the storage capacity within the depression areas and determine the pre and post development peak stages.

3. Revise the rainfall in the 100 yr 24-hour storm event to 13.1" to comply with the City of Edgewater LDC [Section 21-53.04 (k)]

4. Quantify the volume of the flood plain impacts to determine if the lack of compensating storage volume contributes to the flooding within the area.

If authorized, ZCA can perform these tasks to provide a more conclusive conclusion in determining if the Oak Leaf Preserve development exacerbates flooding conditions as being reported. Should you have any questions please contact our office.

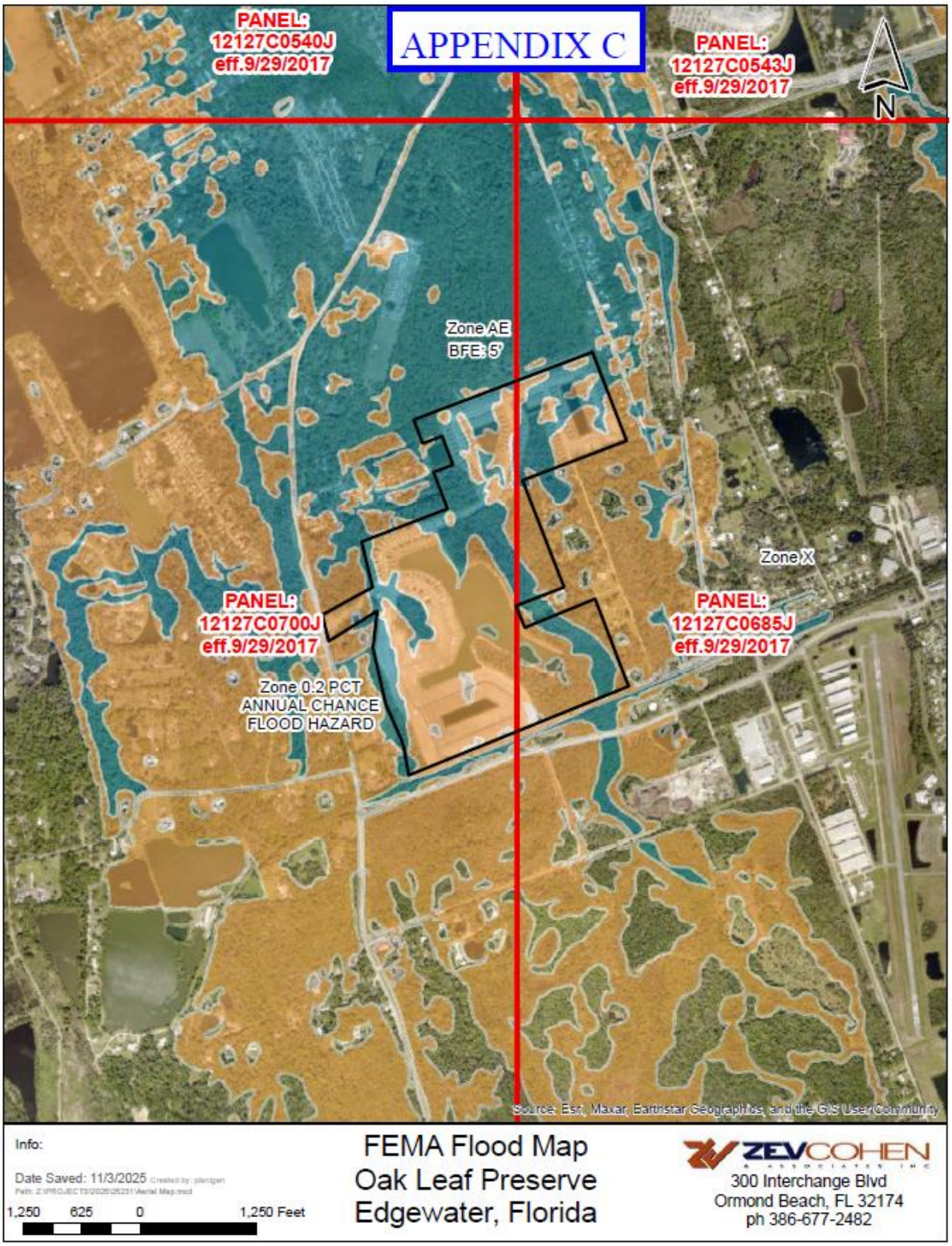
List of Appendices

Appendix A- Approved Oak Leaf Preserve Construction Plans, approval date 4/04/2023.

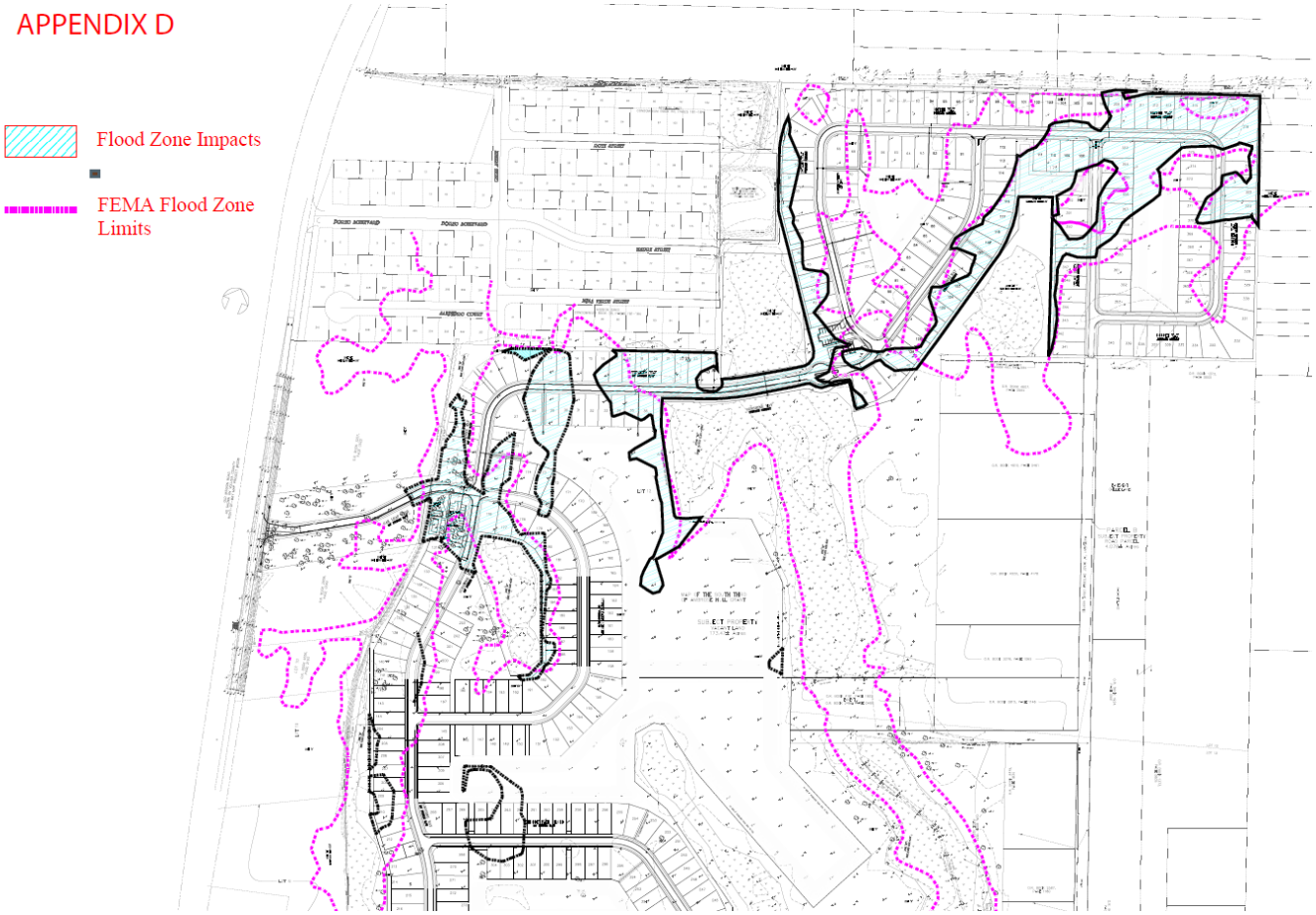
Appendix B- Stormwater Calculations by Parker Mynchenberg and Associates Inc., dated 12/3/2008.

Appendix C- FEMA flood map

Appendix D- Flood Plain Impacts Map


APPENDIX C
PANEL: 12127C0540J eff.9/29/2017
PANEL: 12127C0543J eff.9/29/2017
N
Zone AE BFE: 5'
Zone X
PANEL: 12127C0700J eff.9/29/2017
PANEL: 12127C0685J eff.9/29/2017
Zone 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community
Info:
Date Saved: 11/3/2025
1,250 625 0 1,250 Feet
FEMA Flood Map
Oak Leaf Preserve
Edgewater, Florida
ZEVCOHEN
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482

APPENDIX D



TAB 6. PROJECT UNDERSTANDING AND APPROACH

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd., Suite C, Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-2505 • www.zevcohen.com

PROJECT UNDERSTANDING AND APPROACH

Redevelopment is an art, not a science. It carries highly technical demands, such as the engineering and provision of public infrastructure, alongside financial realities that determine whether a plan can actually be built, and public interests that are often at odds with market forces. Success lies in the art of reconciling those technical and financial elements into a plan that **earns the support of the public**. The City of Titusville needs a firm that can provide that artistry, so that one of the City's core neighborhoods is protected and made sustainable. At the heart of that process is **building trust with the residents of the Royal Oak neighborhood.** What follows is a summary of the Zev Cohen & Associates (ZCA) Team's approach to delivering a path for the redevelopment of the Royal Oak Golf and Country Club that is both technically sound and publicly acceptable.

The ZCA Team consists of site development engineers, transportation engineers, landscape architects, and planners with the experience and knowledge to plan for the successful redevelopment of an abandoned golf course. The Team has already accessed and reviewed the records on the City's website concerning the most recent request to redevelop the site, where the future land use map amendment and rezoning were not realized due to the concerns raised by adjacent neighbors. The minutes of the March 24, 2026, City Council meeting captured the issue succinctly:

> "The property owners in the area of the old Royal Oak Golf Course property were not resistant to growth; however, they were not abstract stakeholders, but instead they were responsible taxpayers raising families with the belief their community would be protected through thoughtful planning and responsible decision making. Concerns such as density, traffic, environmental impacts, and compatibility have been raised repeatedly to the developer's attention."

The residents who spoke at that meeting are the audience the ZCA Team must work with, showing them the respect required to earn their trust. Presenting the facts drawn from the data is the means to develop alternatives, but those facts must be presented so that the majority of stakeholders can recognize the best option for themselves.

The ZCA Team brought together a team of professionals that can provide a comprehensive analysis of the situation and provide the best data-driven recommendations. This approach provides the opportunity to thoroughly delve into critical issues if warranted. It also allows for a change in scope if those specialties are not warranted for the project. In other words, it provides the City with options based on the input from the public.

The ZCA Team also understands that the property owner of the Royal Oak Golf and Country Club has exercised the right under Section 163.3181(4), Florida Statutes, to request informal mediation. The Team does not underestimate the importance that step will play in future discussions with the property owner.

The ZCA Team has been tracking House Bill 399 (2026), which amends Section 163.3194, Florida Statutes to establish new compatibility-assessment factors, mitigation standards, and procedural safeguards for rezoning, subdivision, and site plan approval applications, effective January 1, 2027. This framework was not in place when the City previously reviewed this Property, and the ZCA Team will factor its requirements into any rezoning strategy developed for this project, ensuring our approach reflects the most current regulatory landscape rather than the one in place at the time of the prior review.

Task 1. Data Collection

The ZCA Team is already compiling pertinent information from the City's website and other public sources, including stormwater data, resiliency data (flood zones and nuisance flooding), traffic impact analysis, and water quality information. The Team is aware of the water quality issues facing the City of Titusville and the importance of comprehensively addressing current and future stormwater management. The Team is also reviewing the files and meeting minutes for the recent future land use map amendment and rezoning applications. The goal is to arrive prepared with the background data, so that the project kickoff meeting makes effective and efficient use of staff's time. Finally, the ZCA Team is aware that Geosyntec Consultants has initiated the citywide update to the Stormwater Management Plan; it is important that the engineers from the ZCA Team coordinate with Geosyntec to understand how the Royal Oak Golf and Country Club fits into the City's stormwater solutions.

Timeframe: Underway

Deliverables: Agenda and project summary for kickoff meeting.

Quality Assurance/Quality Control:

i. The draft report and back-up data are to be sent to PM (Mark Karet) and QA/QC Coordinator (Dwight Durant) for review and comment. Retain original with mark-up as part of record available for public
ii. Corrections made by responsible Team member and revised draft sent to PM and QA/QC Coordinator for final review
iii. Revised document and transmitted to appropriate parties.

Task 2. Project Kickoff

If the ZCA Team is selected for this project, we will schedule the kickoff meeting with City Staff as soon as possible, providing the agenda and a case summary to the City's Project Manager in advance. The six-month deadline makes a prompt kickoff essential to holding the schedule. City Staff hold vital institutional knowledge that the ZCA Team must access, not to influence the recommendations, but to better understand the intangibles that cannot be gleaned from meeting minutes and regulatory documents alone.

Transparency and meaningful notification will be critical given the six-month deadline to complete the assessment and recommendations. The ZCA Team will coordinate with City Staff on online tools that give the public simple, easy access to the status of the project. Conceptually, an online dashboard or a dedicated social media page may be developed as a means of public accessibility and communication. Key elements of the kickoff meeting include:

1. Review and discussion on the public outreach program.
2. Discussion on how the Master Stormwater Plan update impacts the area and potential opportunities.
3. Discussion on comprehensive plan, land development and zoning issues.
4. Addressing other issues raised during the review of the future land and rezoning request.
5. Confirmation on interaction with current property owner and status of informal mediation.

Timeframe: Within 21 days of City Council approval of contract (159 days remaining).

Deliverables: Meeting minutes with detailed assignments.

Quality Assurance/Quality Control:

i. Planning Lead (Clay Ervin) to compile minutes from the Kickoff meeting and identify next steps in implementing the public meeting.
ii. QA/QC coordinator to review and approve the meeting minutes and follow-up.
iii. Finalize presentation graphics, data and technology. Submit to PM and QA/QC coordinator for approval.
iv. Coordinate with city staff and initial first public meeting.

Task 3. Public Outreach – Initial Meeting

The first public outreach will be critical in establishing trust with the residents. The standard practice of mailing to all adjacent property owners based on the Property Appraiser's data will be used, and the ZCA Team will employ additional methods to reach stakeholders who are not property owners in the area. A member of the public at the March 24, 2026, City Council meeting urged that the effort "include other participants and stakeholders in the upcoming study, not just the landowner of the subject property," and stated that he did not want pre-determined outcomes. The ZCA Team must demonstrate that it holds no pre-conceived ideas about how the Royal Oak Golf and Country Club should be developed. This will include a frank discussion of the repercussions of the "do nothing" option, including fiscal impact, impact to property values, and impact to neighborhood character.

There needs to be a clear picture of what the residents want and how to attain it. ZCA plans to use methods such as a visual preference survey, using images and renderings, to assess residents' acceptance or rejection of particular development types and their associated impacts.

This is the first unique characteristic that needs to be identified and addressed. The public outreach and comments may result in deviations not identified by the ZCA Team or the City's Project Manager.

The ZCA Team will provide public access to a recording of the meeting and to detailed minutes, demonstrating the City's commitment to a transparent and open process.

Timeframe: Within 60 days of City Council approval of contract (120 days remaining).

Deliverables: Meeting minutes, meeting video, online-interactive tool (dashboard, Facebook, etc.).

Quality Assurance/Quality Control:

i. Planning Lead (Clay Ervin), Planner (Rebekah Cottle), Engineering Lead (Kris Rowley), Transportation Lead (Gil Remirez), Project Manager (Mark Karet) and QA/QC Coordinator (Dwight Durant) to attend and facilitate the meeting.
ii. Detailed minutes to be transcribed and reviewed by Planning Lead and PM.
iii. Outcomes of initial survey will be refined by Landscape Architect Lead (Jake Stehr) and reviewed by Planning Lead and QA/QC Coordinator.
iv. Summary report sent to the City Staff and online resources will be updated.

Task 4. Analysis and Drafting or Preliminary Plans and Alternatives

The ZCA Team shall use the feedback from the stakeholders and City Staff to develop design options for the parcel. A "do nothing" alternative will be created based on data and market conditions. Additional options involving residential development and public/open space will be developed to address compatible densities, land use patterns, public infrastructure needs, alternative road alignments, and impacts to natural resources, and will be presented with a pros-and-cons discussion focused on the following criteria:

1. Impacts on city infrastructure.
2. Impacts on adjacent properties (visual, noise, reduction of vegetation, etc.).
3. Potential stormwater facilities and ability to address post-development conditions.
4. Estimated costs of improvements and marketability of proposed development.

It is also important to analyze soil conditions across the different areas of the course and the maintenance area. The age of the course indicates that prior use of herbicides, pesticides, and fertilizers may affect redevelopment and the cost of potential remediation.

LTG shall review the traffic impact assessment (TIA) submitted in support of the prior land use and zoning amendment to assess appropriate points of access, interconnections and concurrency constraints that must be addressed.

The ZCA Team will schedule a meeting with the City's Project Manager and key staff to review the alternatives and draft recommendations and to confirm there are no legal constraints. The Team will then

make the necessary revisions to the plans and implementation strategies and make them available for public review.

Timeframe: Within 90 business days of City Council approval of contract (90 days remaining).

Deliverables: Draft conceptual plans and reports with recommendations.

Quality Assurance/Quality Control:

i. The entire ZCA Team develops the alternative plans and the implementation strategies.
ii. Planning Lead, Engineering Lead, Transportation Lead, PM and QA/QC Coordinator review and approve the draft alternative plans and implementation strategies.
iii. The alternative plans and implementation strategies are sent to the City Staff for review and comment.
iv. Alternative plans and implementation strategies are revised and prepared for public comment.

Task 5. Public Outreach – Interim Meeting

The ZCA Team shall use the established notification process to inform stakeholders of the interim meeting, where they will hear the plausible alternatives and how the City of Titusville might implement the desired outcome. The Team shall record and follow up on feedback from stakeholders and City Staff to refine the design options for the parcel. A survey methodology similar to the first public meeting will be used to capture the public's sentiment on the options. This meeting is expected to be more intense, as the project has become more tangible and the recommendations more concrete. **The ZCA Team does not expect 100% acceptance by the stakeholders.** The interests in this area are too diverse to expect that every stakeholder will agree with the selected alternative, and there may not even be a majority who support any single alternative plan. The end goal is a reasonable, compatible plan for the redevelopment of the golf course that protects both private and public interests.

Timeframe: Within 120 days of City Council approval of contract (60 days remaining).

Deliverables: Draft conceptual plans and reports with recommendations.

Quality Assurance/Quality Control:

i. Planning Lead (Clay Ervin), Planner (Rebekah Cottle), Engineering Lead (Kris Rowley), Transportation Lead (Gil Remirez), Project Manager (Mark Karet) and QA/QC Coordinator (Dwight Durant) to attend and facilitate the meeting.
ii. Survey methods (Mentimeter, handwritten score cards) will be used to finalize stakeholder comments.
iii. Planning Lead, Engineering Lead, Transportation Lead, PM and QA/QC Coordinator review and approve the final draft report and plans.
iv. The final draft report and plans are sent to the City Staff for review and comment.

v. The ZCA Team coordinates with the City Staff on agenda preparation for presentation to the City Council.

Task 6. Completion of Final Report and Alternative Plan

The ZCA Team shall use the outcome of the interim stakeholders' meeting to finalize the report and plan for the redevelopment of the Royal Oak Golf Course. The report will focus on the requirements and procedures to update, where applicable, the City's adopted comprehensive plan, official zoning map, land development regulations, or capital improvement program. Given the importance of stormwater management, the draft will also be coordinated with Geosyntec Consultants to ensure consistency with the pending Master Stormwater Plan.

The ZCA Team will coordinate with City Staff on developing documents that can be readily incorporated into the agenda. We understand that significant lead times are required to finalize a staff report and supporting documentation for a City Council agenda. Our goal is to provide City Staff with a set of plans and documents that can be easily collated and placed on the agenda without rework.

Timeframe: Within 130 days of City Council approval of contract (30 days remaining).

Deliverables: Final report and plan.

Quality Assurance/Quality Control:

v. The entire ZCA Team finalizes the report and plan.
vi. Planning Lead, Engineering Lead, Transportation Lead, PM and QA/QC Coordinator review and approve the final report and plan.
vii. Final report and plan sent to the City Staff for placement on the next available agenda.

Task 7. Presentation to the City Council

The ZCA Team shall present the final report and plan to the City Council for its review, comment, and direction.

Timeframe: Within 160 days of City Council approval of contract (0 days remaining).

Deliverables: Final report and plan.

PROPOSED PROJECT SCHEDULE

PROPOSED PROJECT SCHEDULE												
Days from Notice to Proceed	0-15	16-30	31-45	46-60	61-75	76-90	91-105	106-120	121-135	136-150	151-165	166-180
Task 1												
Data Collection												
Task 2												
Coordination with Staff												
Kickoff Meeting												
Task 3												
Coordination with Staff												
Notification												
Public Meeting 1 of 3												
Meeting Minutes and Follow-up List												
Task 4												
Development of Plans and Implementation Strategy												
Coordination with Staff												
Revisions and Updates												
Task 5												
Coordination with Staff												
Notification												
Public Meeting 2 of 3												
Meeting Mintues and Follow-up List												
Task 6												
Revisions and Finalizing Plans and Strategies												
Coordination with Staff												
Finalize Documents												
Task 7												
Presentation to City Council												

QA / QC PROJECT PROCESS

A COLLABORATIVE PATH FROM DATA TO DECISIONS

ZEVCOHEN & ASSOCIATES INC

CIVIL ENGINEERING • LANSCAPE ARCHITECTURE
PLANNING • LAND SURVEYING • ENVIRONMENTAL SERVICES

PHASE 1

DATA COLLECTION & KICKOFF

PHASE 2

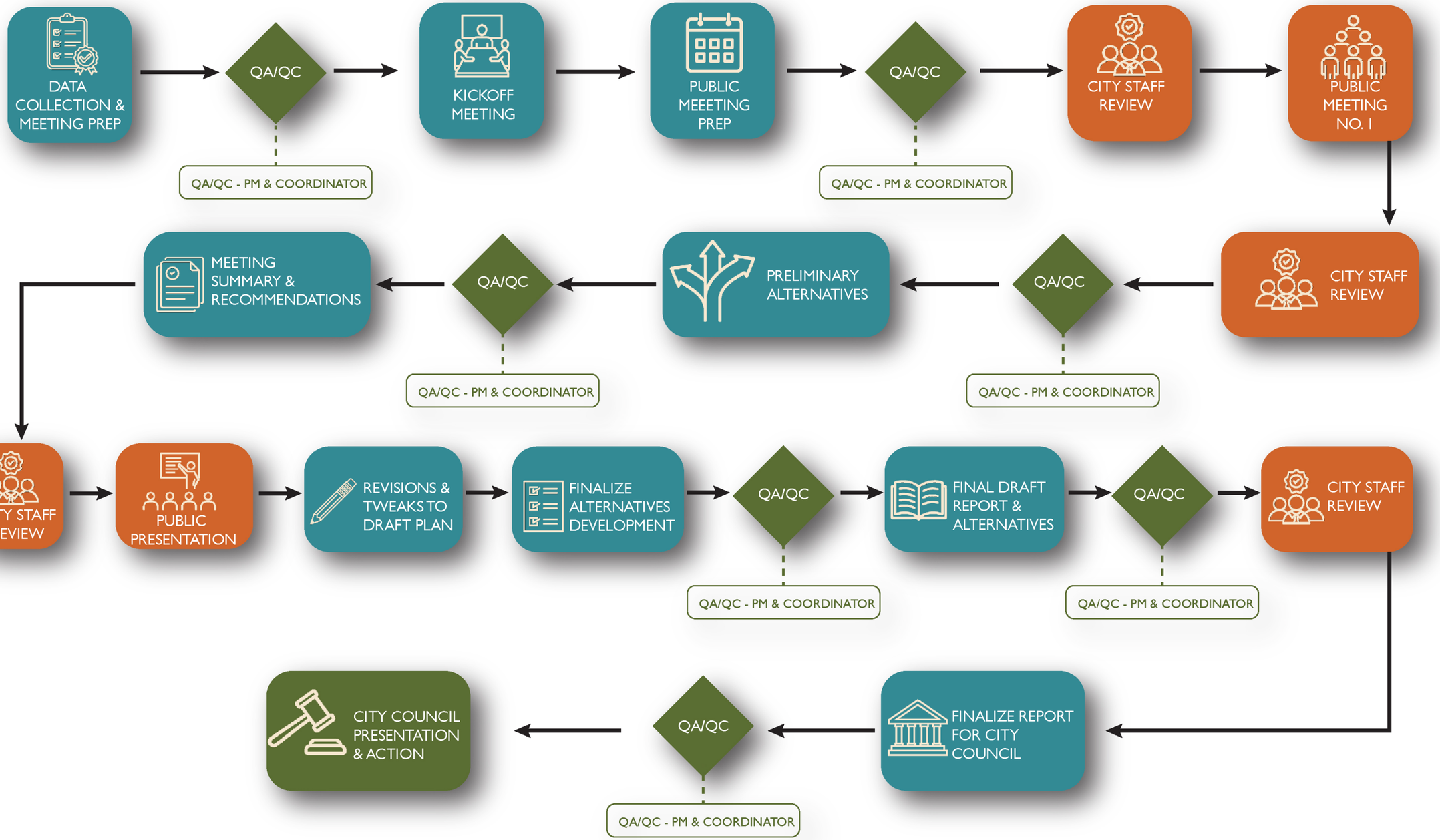
ALTERNATIVES DEVELOPMENT

PHASE 3

DRAFT PLAN

PHASE 4

FINAL REPORT & ADOPTION



LEGEND

- PROCESS STEP
- CITY REVIEW / PUBLIC PRESENTATION
- CITY COUNCIL ACTION
- QA/QC GATE

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TAB 7. RFQ SOLICITATION RESPONSE REQUIRED DOCUMENTS

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd., Suite C, Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-2505 • www.zevcohen.com

State of Florida
Department of State

I certify from the records of this office that ZEV COHEN & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on September 12, 1986.

The document number of this corporation is J32835.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on January 15, 2026, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifteenth day of January, 2026

Secretary of State

Tracking Number: 6330798975CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

7/2/26, 1:55 PM Detail by Entity Name

Division of Corporations

Sunbiz.org Division of Corporations an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
ZEV COHEN & ASSOCIATES, INC.

Filing Information

Document Number	J32835
FEI/EIN Number	59-2717554
Date Filed	09/12/1986
State	FL
Status	ACTIVE

Principal Address

300 INTERCHANGE BOULEVARD
Suite C
ORMOND BEACH, FL 32174

Changed: 01/30/2013

Mailing Address

300 INTERCHANGE BOULEVARD
Suite C
ORMOND BEACH, FL 32174

Changed: 01/30/2013

Registered Agent Name & Address

DURANT, M. DWIGHT
300 INTERCHANGE BOULEVARD
Suite C
ORMOND BEACH, FL 32174

Name Changed: 02/03/2010

Address Changed: 01/30/2013

Officer/Director Detail

Name & Address

Title Director

DURANT, M. DWIGHT
300 INTERCHANGE BOULEVARD
Suite C

https://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquiryType=EntityName&directionType=Initial&searchNameOrder=ZEVCOH... 1/3

ORMOND BEACH, FL 32174

Title President, Secretary

BALL, ROBERT J
300 INTERCHANGE BOULEVARD
Suite C
ORMOND BEACH, FL 32174

Title Director

HAMILTON, SAMUEL CJR.
300 INTERCHANGE BOULEVARD
Suite C
ORMOND BEACH, FL 32174

Title Officer

Stehr, Jake E
300 INTERCHANGE BOULEVARD
Suite C
ORMOND BEACH, FL 32174

Title VP

Hudak, Randy M
300 INTERCHANGE BOULEVARD
Suite C
ORMOND BEACH, FL 32174

Annual Reports

Report Year	Filed Date
2024	01/11/2024
2025	01/07/2025
2026	01/15/2026

01/15/2026 – ANNUAL REPORT	View Image In PDF format
01/07/2025 – ANNUAL REPORT	View Image In PDF format
01/11/2024 – ANNUAL REPORT	View Image In PDF format
09/29/2023 – AMENDED ANNUAL REPORT	View Image In PDF format
01/04/2023 – ANNUAL REPORT	View Image In PDF format
01/19/2022 – ANNUAL REPORT	View Image In PDF format
10/28/2021 – AMENDED ANNUAL REPORT	View Image In PDF format
01/14/2021 – ANNUAL REPORT	View Image In PDF format
01/22/2020 – ANNUAL REPORT	View Image In PDF format
03/01/2019 – ANNUAL REPORT	View Image In PDF format
03/01/2018 – ANNUAL REPORT	View Image In PDF format
01/25/2017 – ANNUAL REPORT	View Image In PDF format

74

dbpr

FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION ONLINE SERVICES

HOME | CONTACT US | MY ACCOUNT

LICENSEE DETAILS

8:28:43 AM 6/19/2026 EST

License Information

Name	ZEV COHEN & ASSOCIATES, INC (Primary Name)
Main Address	300 INTERCHANGE BLVD SUITE C ORMOND BEACH Florida 32174
County	Volusia

License Information

License Type	Engineering Business Registry
Rank	Registry
License Number	4516
Status	Current
Licensure Date	09/29/1986
Expires	

City of Ormond Beach
22 S. Beach Street, Room 104
Ormond Beach, FL 32174
btonline@ormondbeach.org

BUSINESS TAX RECEIPT

Business Name: ZEV COHEN & ASSOCIATES, INC
Business Location: 300 INTERCHANGE BLVD
ORMOND BEACH, FL 32174-1858
Owner: Jill Eckstein
License Number: 21325
Issued Date: 9/30/2025
Expiration Date: 9/30/2026
Conditions/Restrictions: ENGINEER-NEEDS ST LICENSE

Mailing Address: 300 INTERCHANGE BLVD
ORMOND BEACH, FL 32176-6524
License Type: Non-Residential
Classification: Business/Professional Services
Fees Paid: $52.50

Attention commercial locations, the following certification applies to all new and renewed business tax receipts:

I certify under oath with a penalty of perjury, that all of the information contained herein is true and correct. If any portion is found to be false or misrepresented, such fact may be just cause for immediate revocation of any business tax receipt/registration issued to me and may subject me to prosecution. I acknowledge that the issuance of this business tax receipt is contingent upon complying with the building and fire prevention requirements of the City. I consent to inspection of the property by the City at any time between 9:00 a.m. and 5:00 p.m. Inspections will be performed, and should deficiencies be found that are in conflict with the City code, I understand that the City will not issue the business tax receipt until I (or the owner of the building, if leased) make the required corrections. I understand That should corrections be necessary, I am not permitted to operate this business until those corrections have been made. It is further understood that I must comply with the code of the City of Ormond Beach and failure to correct conditions which are in violation is punished under the code or sufficient cause for revocation of my business tax receipt/registration. I understand that if I engage in a business under a fictitious name, I must comply with the fictitious name statute.

Subject to Code of Ordinances Chapter 12 - This receipt must be posted conspicuously in your place of business. Penalty for failure to do so.

TO BE POSTED IN A CONSPICUOUS PLACE

Mark P. Karet, AICP

Please upload a photo that shows you at your professional best. The photo can be a jpg, jpeg, or png file.

Choose File No file chosen

Upload

APA ID: 329346
Email: marktbfl@gmail.com
Member Type: Regular Member
Profile Status: Public
Edit Profile

APA Membership: Expires 09/30/2026
Primary Chapter: FL | Expires 09/30/2026
Passport Subscription: Expires 06/30/2024

AICP Membership: Expires 09/30/2026
CM Reporting Period Ends: 12/31/2025
CM Grace Period Ends: 04/30/2026

AICP Certification Dashboard

APA Engage PASSPORT
Access Passport

Badges

AICP APA FL

Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BALL, ROBERT JOSEPH
300 INTERCHANGE BLVD.
SUITE C
ORMOND BEACH FL 32174

LICENSE NUMBER: PE60001
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

ROWLEY, KRISTOPHER THOMAS
300 INTERCHANGE BLVD. SUITE C
ORMOND BEACH FL 32174

LICENSE NUMBER: PE84263
EXPIRATION DATE: FEBRUARY 28, 2027
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Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

STEHR, JAKE EDWIN
751 LINDENWOOD CR EAST
ORMOND BEACH FL 32174

LICENSE NUMBER: LA6667462
EXPIRATION DATE: NOVEMBER 30, 2027
Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/06/2025

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Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

KERSHAW, SPENCER HAMMOND
38 ORMOND PARKWAY
ORMOND BEACH FL 32176

LICENSE NUMBER: PE96663
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

DURANT, M DWIGHT
300 INTERCHANGE BLVD
SUITE C
ORMOND BEACH FL 32174

LICENSE NUMBER: PE40318
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

DEARING, KADY LYNN
102 PINECREST AVENUE
ORMOND BEACH FL 32176

LICENSE NUMBER: PE84234
EXPIRATION DATE: FEBRUARY 28, 2027
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.

SUBJECT: Professional Surveyor and Mapper License # LS6193

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2027.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Florida Department of Agriculture and Consumer Services
Board of Professional Surveyors and Mappers

LS6193

Professional Surveyor and Mapper
JEFFREY S HATTENDORF

IS LICENSED under the provisions of Ch. 472 FS
Expiration date: February 28, 2027

Licensee Information

Name:	SMITH, ROBERT LEE (Primary Name)
Main Address:	4699 POSADA DRIVE ORLANDO Florida 32839
County:	ORANGE
License Location:	820 BREVARD AVENUE ROCKLEDGE FL 32955
County:	BREVARD

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	78130
Status:	Current,Active
Licensure Date:	10/01/2014
Expires:	02/28/2027

Special Qualifications	Qualification Effective
Civil	10/01/2014

Proposed Sub-consultants

Lassiter Transportation Group, Inc. (LTG) – Transportation Engineering

Sliger & Associates, Inc. (Sliger) – Surveying & Mapping

Universal Engineering Sciences, LLC (UES) – Geotechnical Engineering & Phase I Analysis

TAB 8. REQUIRED FORMS

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd., Suite C, Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-2505 • www.zevcohen.com

ATTACHMENT A

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor Zev Cohen & Associates, Inc. certified or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Robert J. Ball, President

Name and Title of Contractor's Authorized Official

7/9/26

Date

ATTACHMNET B

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): 59-2717554

Robert J. Ball	President	
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant

Zev Cohen & Associates, Inc.	7/9/26
Name of Contractor	Date

300 Interchange Blvd., Suite C, Ormond Beach	FL	32174
Address of Contractor	State	Zip Code

Notary Public Information

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9 day of July, 2026 (year), by Robert J. Ball (name of person acknowledging).

Jill A. Eckstein
(Print, Type, or Stamp Commissioned Name of Notary Public)

(Signature of Notary Public)

Personally Known ✓ OR Produced Identification _____ Type of Identification Produced _____

JILL A. ECKSTEIN
MY COMMISSION # HH 699723
EXPIRES: August 22, 2029

ATTACHMENT C

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 Zev Cohen & Associates, Inc. (name of bidder or contractor) is 300 Interchange Blvd., Suite C, Ormond beach, FL 32174.
2. My relationship to Zev Cohen & Associates, 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. Zev Cohen & Associates, 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. Zev Cohen & Associates, 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. Zev Cohen & Associates, Inc. (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

Signature	Robert J. Ball	President
	Printed Name	Title Name of bidder or contractor

Notary Public Information

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9 day of July, 2024 (year), by Robert J. Ball (name of person acknowledging).

Jill A. Eckstein
(Print, Type, or Stamp Commissioned Name of Notary Public)

(Signature of Notary Public)

Personally Known ✓ OR Produced Identification _____ Type of Identification Produced _____

JILL A. ECKSTEIN
MY COMMISSION # HH 699723
EXPIRES: August 22, 2029

ATTACHMENT D

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 Zev Cohen & Associates, 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: Zev Cohen & Associates, Inc.
Authorized Signature: _____
Printed Name: Robert J. Ball
Title: President

STATE OF Florida
COUNTY OF Volusia
The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9 day of July, 2026, by Robert J. Ball, as President on behalf of the company/corporation. They ☑ are personally known to me or ☐ have produced _____ as identification.

_____
Notary Public Signature
Print, Type or Stamp Name of Notary: HH699723 My commission expires: 8/22/29

(Affix Notary Stamp or Seal)

NOTARY PUBLIC STATE OF FLORIDA
JILL A. ECKSTEIN
MY COMMISSION # HH 699723
EXPIRES: August 22, 2029

ATTACHMENT E

(3 pages)

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, OR BID.

83

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 Consulting Services For Royal Oak. Bid/Bid for THE CITY OF TITUSVILLE.

2. This sworn statement is submitted by Zev Cohen & Associates, Inc. whose business address is 300 Interchange Blvd., Suite C, Ormond Beach, FL 32174 and (if applicable) its Federal Employer Identification (FEIN) is 59-2717554.

3. My name is Robert J. Ball (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)

Date: 7/9/26

Notary Public Information

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9 day of July, 2026 (year), by Robert J. Bell (name of person acknowledging).

Jill A. Eckstein
(Print, Type, or Stamp Commissioned Name of Notary Public)

_____
(Signature of Notary Public)

Personally Known ✓ OR Produced Identification _____ Type of Identification Produced _____

JILL A. ECKSTEIN
MY COMMISSION # HH 699723
EXPIRES: August 22, 2029

ATTACHMENT F

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)

Zev Cohen & Associates, Inc.

300 Interchange Blvd., Suite C, Ormond Beach, FL 32174

1. Bidder has participated in a previous contract or subconsultant subject to the Equal Opportunity Clause.
_____ Yes x _____No

2. Compliance reports were required to be completed in connection with such contract or subcontract.
_____Yes x _____ No

3. Bidder has filled all compliance reports due under applicable instructions.
_____Yes x _____ 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

Robert J. Ball, President

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

7/9/26

DATE

ATTACHMENT G

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	President Title	7/9/26 Date

Notary Public Information

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization,

this 9 day of July (year), 2024, by Robert J. Ball (name of person acknowledging).

Jill A. Eckstein
(Print, Type, or Stamp Commissioned Name of Notary Public)

(Signature of Notary Public)

Personally Known ✓ OR Produced Identification _____ Type of Identification Produced _____

JILL A. ECKSTEIN
MY COMMISSION # HH 699723
EXPIRES: August 22, 2029

ATTACHMENT H

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1. This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the contractor is required to verify that none of the contractor's principles (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

2. The contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the City of Titusville.I f it is later determined that the contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City of Palm Bay, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Authorized Signature	300 Interchange Blvd. Ste. C Address
Robert J. Ball, President Printed Name & Title	Ormond Beach, FL 32174 City, State, Zip Code
Zev Cohen & Associates, Inc. Company	7/9/26 Date

ATTACHMENT I

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Consultant to execute this certificate and include it with Proposed billable rates and all other negotiation documents requested.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

Zev Cohen & Associates, Inc.
Name of Consultant

By: Robert J. Ball, President

7/9/26
Date

Notary Public Information

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 9 day of July, 2024, by (year)

Robert J. Ball
(name of person acknowledging)

(Signature of Notary Public - State of Florida)

Jill A. Eckstein
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

JILL A. ECKSTEIN
MY COMMISSION # HH 699723
EXPIRES: August 22, 2029

ATTACHMENT J

Addendum Acknowledgment

By signing each line below, Bidder acknowledges that the corresponding addenda have been received and are included in this solicitation packet:

☑ Addendum 1 _____ Dated 6/25/26

☑ Addendum 2 _____ Dated 7/6/26

☐ Addendum 3 _____ Dated _____

☐ Addendum 4 _____ Dated _____

RFQ Title/Name: Professional Planning & Engineering Consulting Services-Royal Oak

RFQ #: CO-26-Q-045/TB

Meeting Date: July 29, 2026

Committee Member Name:	Kent Burnaw, Neighborhood Services Technician						
	EVALUATION CRITERIA						
Proposer	Relevant experience with golf course/open space reuse planning	Project Understanding and Approach	Key Personnel Qualifications and Experience	Public engagement methodology	Local Knowledge	Total Score	Rank
	25 Points	25 Points	20 Points	20 Points	10 Points	100 Points	
Land Design, Inc	25	23	19	20	8	95	3
Tetra Tech, Inc	22	25	20	20	10	97	2
Zev Cohn & Associates	25	25	19	20	10	99	1

Committee Member Name:	Kevin Cook, Assistant City Manager/Support Services Director						
	EVALUATION CRITERIA						
Proposer	Relevant experience with golf course/open space reuse planning	Project Understanding and Approach	Key Personnel Qualifications and Experience	Public engagement methodology	Local Knowledge	Total Score	Rank
	25 Points	25 Points	20 Points	20 Points	10 Points	100 Points	
Land Design, Inc	20	20	18	15	8	81	3
Tetra Tech, Inc	22	22	20	18	10	92	1
Zev Cohn & Associates	22	22	18	18	7	87	2

Committee Member Name:	Eddy Galindo, Principal Planner						
	EVALUATION CRITERIA						
Proposer	Relevant experience with golf course/open space reuse planning	Project Understanding and Approach	Key Personnel Qualifications and Experience	Public engagement methodology	Local Knowledge	Total Score	Rank
	25 Points	25 Points	20 Points	20 Points	10 Points	100 Points	
Land Design, Inc	22	22	18	18	3	83	3
Tetra Tech, Inc	25	25	18	20	10	98	1
Zev Cohn & Associates	22	22	20	20	10	94	2

Committee Member Name:	Mark Jones, Plan Review Technician						
	EVALUATION CRITERIA						
Proposer	Relevant experience with golf course/open space reuse planning	Project Understanding and Approach	Key Personnel Qualifications and Experience	Public engagement methodology	Local Knowledge	Total Score	Rank
	25 Points	25 Points	20 Points	20 Points	10 Points	100 Points	
Land Design, Inc	18	22	15	17	5	77	2
Tetra Tech, Inc	15	22	15	15	7	74	3
Zev Cohn & Associates	19	22	16	16	5	78	1

Committee Member Name:	Sandra Reller, Public Works Director						
	EVALUATION CRITERIA						
Proposer	Relevant experience with golf course/open space reuse planning	Project Understanding and Approach	Key Personnel Qualifications and Experience	Public engagement methodology	Local Knowledge	Total Score	Rank
	25 Points	25 Points	20 Points	20 Points	10 Points	100 Points	
Land Design, Inc	22	22	18	18	6	86	3
Tetra Tech, Inc	20	24	18	18	10	90	2
Zev Cohn & Associates	23	25	19	18	8	93	1

TAB 1.

City of Titusville

Professional Planning & Engineering Consulting Services-Royal Oak

Tetra Tech Authorized Officer: William R. Brownlie, PhD, PE 626-470-2302
Tetra Tech Program Manager: Jennifer Kremer 321-289-8577
823 N. Cocoa Blvd, Suite D, Cocoa, FL 32922

July 13, 2026
RFQ CO-26-Q-045 TB

TETRA TECH

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Tetra Tech, Inc.
823 N. Cocoa Blvd, Suite D
Cocoa, FL 32922
321-289-8577
tetratech.com

TAB 3. LETTER OF TRANSMITTAL

July 9, 2026

Tracy Bailey

City of Titusville – City Hall
Purchasing and Contracting Department
555 S. Washington Ave., 2nd Floor
Titusville, FL 32796

Re: RFQ CO-26-Q-045 TB – Professional Planning & Engineering Consulting Services-Royal Oak

Dear Ms. Bailey,

Tetra Tech appreciates the opportunity to submit our qualifications for RFQ CO-26-Q-045 TB, Professional Planning & Engineering Consulting Services – Royal Oak. We understand that the City of Titusville is seeking a qualified consultant team to provide planning and engineering support for a project that requires technical rigor, sound judgment, and a collaborative approach with City staff and stakeholders.

Tetra Tech is well positioned to support the City with the requested services, including planning analysis, engineering evaluation of stormwater and drainage systems, development of land use scenarios, cost-benefit and fiscal impact analysis, public engagement support, and preparation of reports and presentations. With experience delivering integrated planning and engineering services for public-sector clients, including redevelopment of multiple Florida golf course sites, Tetra Tech brings the technical depth, organizational capacity, and quality-focused approach needed to help the City advance a clear and defensible path forward.

Tetra Tech will work closely with the City to provide a responsive, data-driven process that is aligned with the project schedule and the City's goals. The proposed team is prepared to bring the right combination of technical expertise and project management support to ensure efficient coordination, clear communication, and timely deliverables. Jen Kremer, Tetra Tech's main point of contact and Program Manager for this effort, is local to Titusville and will help facilitate direct communication and strong local coordination throughout the project.

Tetra Tech designates the following individual as an authorized representative for this proposal and for communications related to this RFQ:

Jennifer Kremer, Senior Project Manager
823 N. Cocoa Blvd, Suite D, Cocoa, FL 32922
321-289-8577

Tetra Tech further confirms that this letter of transmittal is signed by an authorized officer of the firm, as reflected in the current Sunbiz corporate records. We appreciate the City's consideration of this submittal and look forward to the opportunity to support this important initiative.

Sincerely,

William R. Brownlie, PhD, PE

Senior Vice President, Chief Engineer

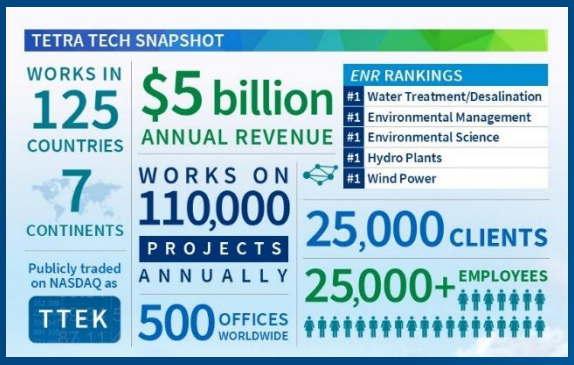
TAB 4. FIRM AND PERSONNEL QUALIFICATIONS

Firm & Key Personnel Profile, Qualifications and Experience

Founded in 1966, Tetra Tech has grown into one of the world's leading providers of consulting, engineering, and technical services focused on water, environment, infrastructure, and sustainable development. Today, our team of more than 25,000 professionals deliver over 110,000 projects annually across 125 countries. Despite our global reach, we remain grounded in the same mission that has defined our company for more than six decades of working in Central Florida, providing science-driven solutions to complex environmental and infrastructure challenges. Our Leading with Science® philosophy combines technical excellence, innovation, regulatory expertise, and practical problem-solving to help clients make informed, defensible decisions that create long-term value for their communities.

Tetra Tech's complete **Architect Engineering Qualifications - Standard Form 330 (SF330)** is included in the Appendix at the end of this document.

While Tetra Tech brings global resources and national experience, this project will be delivered by a team with a strong local presence on Florida's Space Coast. Our professionals live and work in the communities we serve and are supported by established offices in Cocoa and Orlando, Florida and remote staff positioned in Titusville, Florida, located just minutes from the Royal Oak property. This proximity provides the City with direct access to project managers, planners, engineers, environmental scientists, and public engagement specialists who understand the region's infrastructure systems, environmental conditions, regulatory framework, and the unique opportunities and challenges associated with continued growth along the Space Coast, and are aware of the specific local stakeholder interest in the future land use on this property. Our local presence enables responsive service, efficient field coordination, meaningful



Tetra Tech at a Glance

- Global Reach: Operating in 125 countries across 7 continents
- Scale of Impact: Over 110,000 projects annually for 25,000 clients
- Global Workforce: More than 25,000 employees in 500 offices worldwide

#1 ENR Rankings

- Water Treatment/Desalination
- Environmental Management
- Hydro Plants
- Wind Power

stakeholder engagement, and close collaboration with City staff throughout every phase of the project. The key personnel assigned to this project are identified below.

Jen Kremer – Program Manager / Primary City Contact
321-289-8577, jen.kremer@tetratech.com
823 N. Cocoa Blvd, Cocoa, FL 32922 (remote in Titusville)

Jen will serve as Tetra Tech's primary point of contact for the City and will support overall project coordination, communication, stakeholder outreach, and administrative oversight. She is responsible for facilitating communication with City staff and local stakeholders and ensuring timely coordination throughout the life of the project.

Tim Ziegler, PE – Project Manager / Technical Lead
407-839-3955, tim.ziegler@tetratech.com
823 N. Cocoa Blvd, Cocoa, FL 32922

Tim will serve as the technical lead for the project and will be responsible for overall project execution, coordination of technical tasks, schedule management, quality control, and delivery of all project work products. As a licensed Professional Engineer, Tim will provide oversight of the stormwater and infrastructure-related components of the study and ensure the work is completed in accordance with applicable standards and RFQ requirements.

Erik Genga – Lead Planner
267-575-0704, erik.genga@tetratech.com
2000 Linglestown Rd, Suite 203, Harrisburg, PA 17110

Erik will support redevelopment scenario development, planning analysis, and alignment of project recommendations with City goals and implementation considerations. He will help lead analysis related to land use, redevelopment strategy, cost-benefit considerations, and long-term planning implications.

Erika Hughes – Community Engagement and Outreach
RVi Planning + Landscape Architecture
407-680-0650, ehughes@rviplanning.com
111 N Magnolia Ave, Suite 1350, Orlando, FL 32801

Erika will lead the development and implementation of outreach materials, public engagement activities, and communication support for stakeholder participation throughout the project. She will help organize workshops, track public input, and prepare summaries that document how community feedback informs the study process and final recommendations.

Matt Shelton – Community Engagement and Outreach
321-636-6470, matt.shelton@tetratech.com
823 N. Cocoa Blvd, Cocoa, FL 32922

Matt will support community engagement and outreach efforts by assisting with stakeholder coordination,

public meeting logistics, and preparation of engagement materials and summaries. He will help ensure a coordinated, responsive, and effective engagement process.

Gina Behnfeldt, MPA – Planning Economic Analyst
215-702-404, gina.behnfeldt@tetratech.com
2 Braxton Way, Suite 225, Glen Mills, PA 19342

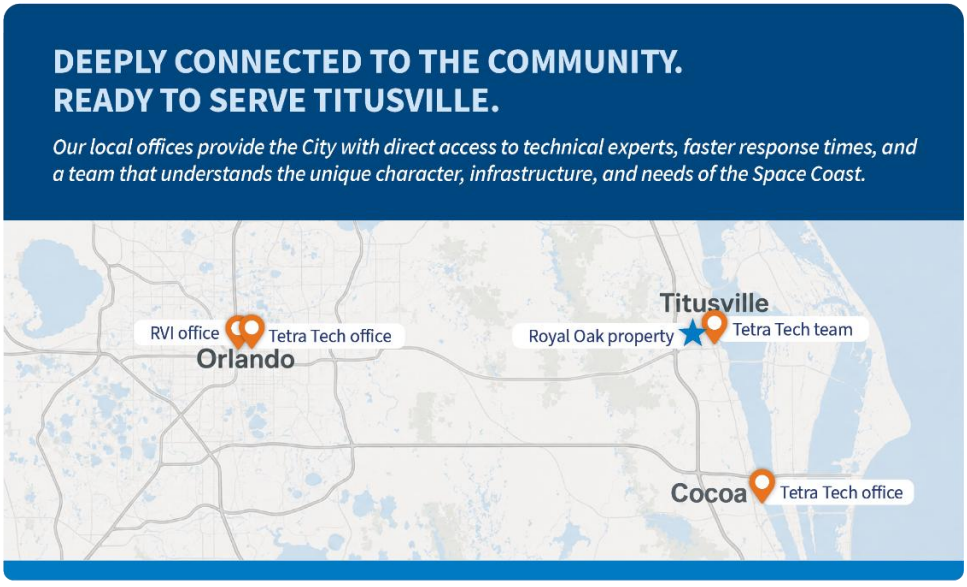
Gina will support the project team as the Economic Analyst, providing analysis related to fiscal impacts, costs and benefits, and long-term economic considerations associated with redevelopment alternatives. She will help evaluate capital and operating cost considerations, public service implications, and other economic factors to support clear, defensible comparisons of redevelopment scenarios.

Dave Giddens, PG, Environmental and Remediation Lead
407-480-3917, dave.giddens@tetratech.com
201 E. Pine St, Orlando, FL 32801

Dave will support the project team with environmental site assessment (ESA), remediation coordination, and related technical input to inform redevelopment scenarios and site recommendations. As a licensed Professional Geologist with extensive golf course assessment and redevelopment experience, he will contribute environmental due diligence, regulatory coordination, and technical review while supporting the Project Manager and Program Manager as needed.

Jaime McClung, PE, Quality Assurance/Quality Control (QA/QC) Lead
407-839-3955, jaime.mcclung@tetratech.com
823 N. Cocoa Blvd, Cocoa, FL 32922

Jaime will provide independent review of technical work products, consistency, and completeness to maintain Tetra Tech's quality standards and ensure deliverables are accurate, coordinated, and responsive to the City's requirements.



Litigation

In the normal course of business, Tetra Tech is subject to certain regulatory actions, claims and lawsuits typically filed against the engineering and consulting professions, including contractual disagreements, workers' compensation, personal injury, and other similar lawsuits. Tetra Tech maintains insurance coverage for its business and operations, subject to certain deductibles and policy limits against such claims. As described in Tetra Tech's most recent quarterly and annual reports filed with the U.S. Securities and Exchange Commission, Tetra Tech believes that the resolution of any such claims, actions or lawsuits will not have a material effect on its financial position or results of operations.

TAB 5. EXPERIENCE – SIMILAR PROJECTS

Projects

Tetra Tech has extensive experience delivering planning, engineering, environmental, and public engagement services on projects similar to the Royal Oak Professional Planning and Engineering Services effort. The representative projects below, also included on SF330 Part F in the Appendix, demonstrate the firm's ability to coordinate multidisciplinary teams, manage public-sector stakeholders, and develop practical, defensible recommendations for redevelopment and reuse.

Similar Size, Scope, and Complexity

1. Investigation, Remediation, and Strategic Consulting and Future Development Planning at Cabot/Koppers Superfund Site

Client: Beazer East, Inc./ Three Rivers Management, Inc.
Contact: Michael Slenska, PE, Senior Environmental Manager
Contact Info: 412-208-8867, no fax, mike.slenska@trmi.biz
Performance Period: 2004 – ongoing
Annual contract amount: Varies, $6.5 Million total

With the intent of planned future land use Tetra Tech completed Remedial Investigation (RI) and Feasibility Study (FS) activities in accordance with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and is currently supporting Remedial Design (RD) and Remedial Action (RA) at the 90-acre Cabot/Koppers Superfund Site in Gainesville, Florida. The project involves complex soil and groundwater impacts associated with historic wood-treatment operations, including creosote Dense Non-Aqueous Phase Liquid (DNAPL), dissolved-phase polycyclic aromatic hydrocarbons (PAHs), pentachlorophenol, arsenic, and dioxin. Tetra Tech developed an updated Conceptual Site Model using detailed field characterization, installed a site-wide multi-port monitoring well network to evaluate complex geology and vertical hydraulic gradients, and prepared groundwater flow and transport modeling and three-dimensional plume visualization tools to support remedy selection and design.

Throughout the project, Tetra Tech facilitated cooperation among the Environmental Protection Agency (EPA), Florida Department of Environmental Protection (FDEP), the potentially responsible party (PRP), and local stakeholders through an open community involvement process that included workshops, site tours, and coordination with officials and community members. Based on the investigation and feasibility study, Tetra Tech supported a comprehensive and cost-effective remedy that includes in-situ geochemical stabilization, subsurface cutoff wall installation, stormwater improvements, capping, and off-site soil replacement at 100 neighboring residential parcels. Although the property remains zoned for its historic industrial use during remediation, the selected remedy was developed to support the site's long-term transition to recreational and open space uses following cleanup. . Tetra Tech is currently providing engineering, construction oversight, and management of the selected remedy, which reflects the firm's ability to integrate technical analysis, public involvement, and long-term remediation strategy on a highly complex site.

2. Stormwater Master Planning for St. Lucie County

Client: St. Lucie County Public Works Department
Contact: Dan Zrallack, PE, County Engineer
Contact Info: 772-462-1667, no fax, zrallackd@stlucieco.org
Performance Period: 2022 – ongoing
Annual contract amount: Varies, $2.29 Million total

As stormwater master planners, Tetra Tech was selected by St. Lucie County to update a countywide Stormwater Master Plan that was more than 30 years old and no longer reflected current development patterns, regional water management facilities, or evolving stormwater and resiliency needs. Tetra Tech gathered, organized, and cleaned existing data, developed a geodatabase from geographic information system (GIS) layers and digitized information, and interviewed key stakeholders including County Commissioners, both cities, water control districts, and homeowners' associations to incorporate local knowledge and identify current and future stormwater management concerns. Using this information, Tetra Tech divided the County into smaller basins and selected five priority basins for detailed analysis. For each basin, Tetra Tech developed interconnected pond routing (ICPR) models to evaluate existing stormwater infrastructure and future conditions associated with flooding, water quality, climate change, sea level rise, planned water management projects, and anticipated land use changes. Tetra Tech then identified and evaluated cost-effective capital improvement projects, including traditional stormwater, green infrastructure, and low-impact development options, and prepared conceptual exhibits, preliminary opinions of probable construction cost, and benefit-cost analyses for selected projects. In parallel, Tetra Tech reviewed the County's Comprehensive Plan and Code of Ordinances and recommended revisions to support stormwater management, resiliency goals, and redevelopment-friendly stormwater practices. Tetra Tech also led an extensive public engagement effort that included in-person workshops, webinars, website and social media content, fact sheets, FAQs, artist renderings, and online surveys. The resulting Stormwater Master Plan will provide prioritized projects and funding recommendations to help the County implement long-term stormwater and resiliency improvements.

3. John Deere Orlando Training Center Engineering Services

Client: Russell Construction
Contact: Tyler Shatek, Project Manager
Contact Info: 563-459-4600, no fax, tshatek@russellco.com
Performance Period: 2023 - 2025
Annual contract amount: $100,000

Tetra Tech provided site planning, design, and civil engineering services for the John Deere Orlando Training Center to support the development of a new training building, covered pavilion, concrete pads around the lake, graded gravel storage area, and associated site improvements. The project scope included concept planning, site layout, stormwater design, utility connection planning, grading, and permitting to

support entitlements for the proposed improvements. Tetra Tech developed concept plans, design development plans, and construction documents that addressed parking revisions, stormwater inlets and swales, utility layouts, preliminary grading, stormwater pollution prevention plan (SWPPP) requirements, and coordination of finish floor elevations with the project team.

In addition to site design, Tetra Tech completed geotechnical site exploration and prepared an engineer's opinion of probable cost to support project planning and decision-making. The team also advanced permitting efforts, including Orange County site engineering permitting, St. Johns River Water Management District (SJRWMD) permit modification, FDEP domestic water permit modification, and Florida Department of Health (FDOH) wastewater/septic permit coordination. Tetra Tech provided construction administration services throughout the construction phase, including shop drawing review and approval, response to requests for information (RFIs), coordination with site contractors, and review of as-built drawings. This project demonstrates Tetra Tech's ability to integrate planning-level site engineering, stormwater and utility design, and permitting support into a coordinated redevelopment effort for an active site.

Comparable Open Space Reuse

1. **Former Sam Sneeds Golf Course Underground Storage Tank (UST) Closure, Asbestos Abatement, Waste Profiling/Disposal, Remediation Plan, Impacted Soil Removal, and Impoundment Cell Construction (2018 – 2021)**

   In support of site reuse planning, Tetra Tech completed environmental due diligence studies for the former Sam Snead's Golf Course that identified arsenic-impacted soil at residential-use concentrations, an unregistered 500-gallon petroleum underground storage tank, asbestos-containing materials, and other special wastes. Based on these findings, Tetra Tech prepared and implemented a remediation action work plan and site-specific health and safety plan to address the identified conditions through UST closure, tank cleaning and disposal, asbestos survey and abatement, waste profiling and disposal, and impacted soil removal. The planning and specification package was developed up front to reduce downtime during construction, avoid costly change orders, and support a safe, efficient field implementation.

   The project is a strong example of open space reuse and redevelopment planning because it transformed a former golf course site into a safer and more viable parcel for future reuse. Tetra Tech's work supported the transition from a previously developed recreational property with environmental constraints to a site that could be repositioned for productive long-term use. Tetra Tech then implemented the work plan and designed and constructed an on-site containment structure to permanently store arsenic-impacted soil removed from former putting green areas. The repository also served as a visual and sound barrier along the site's railroad boundary, creating a cost-effective solution that saved the client more than $1 million compared to off-site disposal. Approximately 8,000 cubic yards of impacted soil were relocated to the repository, and confirmation sampling verified that residual arsenic concentrations were below residential direct exposure limits.

The project was completed in accordance with FDEP voluntary cleanup guidance, with more than 600 manhours performed without injuries or lost-time incidents, demonstrating Tetra Tech's ability to combine planning, remediation, constructability, and safe redevelopment support into a successful land reuse effort.

2. **Premier Citrus Due Diligence, Site Assessment, and Conceptual Design (2019 – 2023)**

Tetra Tech worked with the Indian River County Department of Utility Services to evaluate and redevelop a 243-acre former agricultural property adjacent to the West Regional Wastewater Treatment Plant. The project began as a due diligence effort tied to the County's purchase of the property and included a Phase I and limited Phase II ESA, conceptual design for a reclaimed water storage reservoir, and evaluation of future permitting requirements. Tetra Tech anticipated likely environmental and permitting issues during proposal development and included a limited Phase II scope up front, allowing the team to move immediately into field work without additional procurement delays.

The project represented a significant land reuse effort, converting a large former agricultural property into a public utility water storage and infrastructure site. The Phase I ESA identified aboveground and underground storage tanks along with historical pesticide and herbicide use. Sampling confirmed petroleum and arsenic impacts above Florida Cleanup Target Levels, and Tetra Tech coordinated geotechnical borings, water balance analysis, and completed a conceptual reservoir design sized to receive 4 million gallons per day from the adjacent wastewater treatment plant. Tetra Tech also evaluated permitting requirements, estimated total project costs including design, permitting, construction, assessment, and remediation, and supported removal of aboveground storage tanks, compliance and consumptive use permitting, and repair/disconnection of an artesian well in preparation for demolition. This project demonstrates Tetra Tech's ability to combine due diligence, conceptual design, permitting review, and environmental assessment into a practical and implementable land reuse strategy.

References

Five client references for projects of similar size and scope are provided below.

Client	Project Information	Description of Services and Outcome
Beazer East, Inc./ Three Rivers Management, Inc. **Michael Slenska, PE** **Senior Environmental Manager** **412-208-8867** **mike.slenska@trmi.biz**	Investigation, Remediation, and Strategic Consulting at Cabot/Koppers Superfund Site (Gainesville, FL) $80 Million 2004 - Ongoing	• Performed RI/FS in accordance with CERCLA and supported RD/RA activities • Installed and evaluated monitoring well network; developed groundwater modeling and 3D plume visualization • Supported stakeholder coordination with EPA, FDEP, PRP, and local community members through workshops, tours, and ongoing engagement

Client	Project Information	Description of Services and Outcome
		• Designed and implemented key remedies, including ISGS treatment, cutoff wall, capping, stormwater improvements, and off-site soil replacement • Outcome: Supported selection and implementation of a comprehensive, cost-effective remedy for a highly complex contaminated site
St. Lucie County **Public Works Department** **Dan Zrallack, PE** **County Engineer** **772-462-1667** **zrallackd@stlucieco.org**	Stormwater Master Planning for St. Lucie County (St. Lucie County, FL) $2.29 Million 2022 - Ongoing	• Updated the countywide Stormwater Master Plan • Developed models for priority basins to assess existing conditions and future flooding/water quality risks • Evaluated and prioritized capital improvement projects with conceptual exhibits and cost-benefit analysis • Reviewed Comprehensive Plan and Code of Ordinances and recommended revisions to support stormwater/ resiliency goals • Led a multi-format public engagement program including workshops, webinars, surveys, website/social media content, and outreach materials • Outcome: Produced an updated, implementation-oriented SWMP with prioritized projects and funding pathways for County action
Russell Construction **Tyler Shatek** **Project Manager** **563-459-4600** **tshatek@russellco.com**	John Deere Orlando Training Center Engineering Services (Orlando, FL) $173,750 2023 - 2025	• Provided civil engineering services for a new training center, pavilion, storage area, and site improvements • Developed concept plans, design development plans, construction documents, and probable cost estimate • Completed geotechnical exploration and coordinated stormwater, grading, utility, and SWPPP design • Supported permitting with Orange County, SJRWMD, FDEP, and FDOH • Provided construction administration support during construction, including shop drawing review, RFI responses, contractor coordination, and as-built drawing review • Outcome: Advanced a coordinated site engineering and permitting package

Client	Project Information	Description of Services and Outcome
		supporting entitlements for redevelopment of an active facility
DR Horton, Inc. **Ed Perez** **VP, Environmental Manager** **813-390-8200** **eperez@drhorton.com**	Former Sam Sneeds Golf Course UST Closure, Asbestos Abatement, Waste Profiling/Disposal, Remediation Plan, Impacted Soil Removal, and Impoundment Cell Construction (Cocoa, FL) $318,000 2018 - 2021	• Completed Phase I/II ESAs and soil/groundwater assessment for a golf course redevelopment • Prepared and implemented remediation action work plan and site-specific health and safety plan • Performed UST closure, asbestos survey/abatement, waste profiling, and impacted soil removal • Designed and constructed soil repository/ containment cell, supporting open space reuse, space saving client over $1 million. • Outcome: Successfully completed voluntary cleanup and enabled safer redevelopment of a former golf course site with no injuries or lost-time incidents
Indian River County Department of Utilities **Eric Charest** **Assistant Director of Natural Resources** **772-226-1569** **echarest@indianriver.gov**	Premier Citrus Due Diligence, Site Assessment, and Conceptual Design (Vero Beach, FL) $163,000 2019 - 2023	• Large-scale land reuse project converting former agricultural property to reclaimed water storage • Performed due diligence, completed Phase I ESA, limited Phase II ESA, conceptual reservoir design, and permitting evaluation • Identified ASTs and contaminated soil/groundwater; supported tank removal, well repairs/disconnection • Developed conceptual reclaimed water storage reservoir design and estimated full project costs • Outcome: Enabled County to advance land reuse and water infrastructure project with minimal procurement delay

Letters of Recommendation

Below is a recent letter from Florida Power & Light Company, recommending Tetra Tech for environmental permitting service, ecological assessments, regulatory compliance, stormwater pollution prevention, and collaborative approach to a complex project.

Letter of Recommendation

May 5, 2025

To Whom It May Concern:

I am pleased to recommend Tetra Tech for their exemplary role in providing biological and ecological disciplines, particularly in the context of environmental permitting services for Florida Power and Light Company (FPL) and Florida Renewable Partners (RFP) since 2017. Their extensive experience and commitment to environmental stewardship have significantly contributed to the successful development of multiple solar energy centers and transmission lines across Florida.

Tetra Tech's comprehensive suite of services demonstrates their expertise in navigating the complexities of environmental regulations while fostering sustainable energy solutions. Their work on projects that developed new 74.5-megawatt (MW) solar photovoltaic energy facilities showcases their ability to ensure compliance with both federal and state environmental regulations.

Key highlights of Tetra Tech's contributions during the last 7 years include:

- Wetland Delineation and Wetland Mitigation Planning: Tetra Tech's team has successfully delineated over 3,000 acres of wetlands, conducting thorough functional assessments to evaluate and determine mitigation requirements.
- Gopher Tortoise Habitat Surveys, permitting, and relocations: Tetra Tech's team has conducted comprehensive surveys of over 3,300 acres of gopher tortoise habitat, where they excavated approximately 1,800 burrows and relocated 460 tortoises to safe recipient sites.
- Environmental Permitting: Tetra Tech has expertly prepared essential environmental permits, including those required by the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers. Their coordination with regulatory agencies ensures streamlined processes and adherence to compliance requirements.
- Environmental Site Assessments: Tetra Tech has conducted Phase I and II Environmental Site Assessments, and they have effectively identified potential environmental liabilities, ensuring informed decision-making.

Florida Power & Light Company

700 Universe Boulevard, Juno Beach, FL 33408

- Stormwater Pollution Prevention: Tetra Tech's experienced certified inspectors conducted weekly/monthly Stormwater Pollution Prevention Plan inspections, safeguarding wetlands and water quality throughout project development.

Tetra Tech's collaborative approach, working closely with engineers and regulatory agencies, has consistently minimized environmental impacts while ensuring compliance with regulatory guidelines. Their competitive pricing relative to other proposals further underscores their value as a trusted partner in environmental permitting.

In conclusion, Tetra Tech's extensive experience and commitment to environmental integrity make them an invaluable asset in the field of biological and ecological disciplines. I recommend Tetra Tech for any future projects requiring expertise in environmental permitting and ecological assessments.

Best regards,

Randall M. Keyser, P.G.
Senior Project Manager
NextEra Energy, Inc.
FPL Environmental Services
700 Universe Blvd.|JB C5069
Juno Beach, FL, 33408
(561) 691-2490

Awards or Accomplishments

Tetra Tech is an internationally recognized leader in planning, engineering, environmental, and water resources consulting. **Engineering News-Record (ENR)** has ranked Tetra Tech **#1 in Water for more than 20 consecutive years**, reflecting the firm's longstanding leadership in water resources, stormwater management, and resilient infrastructure planning. **Tetra Tech is also consistently ranked among the nation's Top Design Firms** and has received numerous awards from ***the Environmental Business Journal and the Climate Change Business Journal,*** recognizing excellence in technical innovation, environmental stewardship, sustainable infrastructure, and project delivery.

In Florida, Tetra Tech has partnered with state agencies, water management districts, counties, and municipalities to deliver innovative planning, engineering, environmental, and infrastructure solutions that support sustainable growth and resilient communities. Recent accomplishments include leading the planning, design, and permitting of **Florida's largest inland brackish groundwater desalination facility for the Water Cooperative of Central Florida,** a regional project that will provide a sustainable water supply for more than 350,000 residents across Central Florida. In 2025, the **City of Cape Coral** selected Tetra Tech to design the expansion of its North Reverse Osmosis Water Treatment Plant, increasing treatment capacity by 50 percent, doubling storage capacity, and incorporating advanced energy recovery technologies to support one of Florida's fastest-growing communities.

These accomplishments demonstrate Tetra Tech's ability to integrate multidisciplinary planning, engineering, environmental stewardship, and stakeholder collaboration to develop practical, long-term solutions for complex community challenges. Through its ***Leading with Science®*** approach, Tetra Tech brings together planners, engineers, environmental scientists, landscape architects, economists, GIS specialists, and public engagement professionals to help communities evaluate redevelopment opportunities, balance environmental resources, infrastructure needs, public input, and economic considerations. This collaborative, science-based approach is directly applicable to the City of Titusville's Royal Oak Redevelopment Feasibility Study, where objective analysis, thoughtful planning, stormwater evaluation, stakeholder engagement, and sustainable redevelopment strategies are essential to identifying the property's highest and best future use.

Public Engagement

Tetra Tech recognizes that successful environmental and infrastructure projects require more than sound technical solutions; they depend on meaningful engagement with clients, stakeholders, regulatory agencies, and the communities they serve. Our approach combines traditional outreach methods with innovative communication tools, collaborative planning techniques, and data-driven visualization to build consensus, improve project outcomes, and streamline regulatory approvals.

St. Lucie County: Tetra Tech designed and implemented a comprehensive public engagement strategy as part of the County's Stormwater Master Plan update. Rather than relying solely on required public meetings, our team developed a multi-platform outreach program that included stakeholder interviews

with County Commissioners, municipalities, water control districts, and homeowners' associations, along with regional public workshops, interactive webinars, online surveys, social media outreach, project websites, fact sheets, frequently asked questions, and conceptual visualizations. By providing multiple avenues for participation, we created opportunities for community involvement, gathered valuable local knowledge regarding flooding and water quality concerns, and ensured the Master Plan reflected community priorities.

City of Tarpon Springs: Tetra Tech demonstrated that stakeholder engagement can be a critical permitting tool. During the Anclote River Navigation Project, our team worked extensively with local residents, marina operators, business owners, and regulatory agencies to document navigation needs, economic benefits, and environmental considerations associated with the proposed dredging improvements. This collaborative approach helped overcome permitting challenges associated with work in a protected aquatic preserve while fostering community support and maintaining transparent communication throughout the project.

Florida-based Utility Company: Tetra Tech has supported environmental permitting and development of numerous solar energy centers throughout Florida by implementing an integrated coordination strategy involving the client, engineers, regulatory agencies, and resource specialists. Through early collaboration with FDEP, the Florida Fish and Wildlife Conservation Commission, the U.S. Army Corps of Engineers, and local governments, Tetra Tech facilitated timely permitting, developed innovative avoidance and mitigation strategies, minimized environmental impacts, and identified opportunities that reduced permitting costs and supported timely permitting and regulatory approvals. This proactive coordination model has consistently resulted in successful environmental approvals while maintaining strong working relationships among project stakeholders.

Hampton Roads Sanitation District (HRSD): Tetra Tech developed a comprehensive Public Engagement and Communications Plan for the Atlantic Treatment Plant and Progress Farm Master Plan. Our team facilitated stakeholder focus groups, conducted multi-day planning charrettes using visualization techniques, and developed an interactive ArcGIS StoryMap that allowed the public to better understand project objectives, environmental constraints, and future development alternatives. This innovative combination of visualization technology and collaborative planning enabled us to evaluate alternatives in real time, build consensus around a preferred solution, and helped develop stakeholder-supported recommendations that HRSD began implementing before completion of the Master Plan.

Across every project, Tetra Tech tailors its outreach strategy to the client, project objectives, and stakeholder needs. Whether facilitating public workshops, leading planning charrettes, developing digital engagement platforms, preparing educational materials, coordinating agency collaboration, or creating interactive visualization tools, our goal remains the same—to foster informed decision-making, build stakeholder confidence, reduce project risk, and deliver successful, community-supported projects.

Proven Expertise. Innovative Solutions.

Tetra Tech brings multidisciplinary expertise and a collaborative, science-based approach to help communities plan, adapt, and thrive. From water resources and environmental stewardship to planning, infrastructure, and public engagement, we deliver practical solutions that balance people, place, and the environment. Our commitment is simple: science-based solutions for resilient communities and a sustainable future.

Stormwater Analysis

Tetra Tech's engineers, hydrologists, and specialists provide state-of-the-art technical services for small, medium, and large-scale projects, including non-traditional design and low-impact development/green infrastructure projects. Autodesk AutoCAD Civil 3D is our preferred platform for vertical and horizontal design projects, and we have designers who are also proficient in MicroStation. Design projects typically start with data collection and application of various models selected to evaluate the project goals. Tetra Tech is proficient in many H&H and water quality models. Tetra Tech also uses GIS as a platform for data analytics, LiDAR data, and models such as ArcNLET to evaluate project selection and design.

Tetra Tech provided conceptual stormwater and site design services for the redevelopment of a 23-acre industrial facility owned by the Jacksonville Port Authority. The project included a 150,000-square-foot warehouse, associated site infrastructure, and three stormwater ponds providing approximately 500,000 cubic feet of storage. Tetra Tech developed and evaluated multiple conceptual stormwater approaches to support the site layout and meet the client's desire to minimize the quantity of storm inlets and underground piping while still achieving effective drainage and regulatory compliance.

To support the preferred design, Tetra Tech coordinated closely with the Jacksonville Port Authority, FDEP, SJRWMD, and the City of Jacksonville. The final conceptual drainage approach combined sheet flow, flumes, valley gutters, storm inlets, pipes, and mitered end sections to convey runoff to three new stormwater ponds located along the southern boundary and in the northeast corner of the site. The design also included an HDPE pipe manifold system to collect rooftop downspout discharge along the north side of the building. This project demonstrates Tetra Tech's ability to develop practical, constructible, and client-responsive conceptual stormwater solutions for complex redevelopment sites.

TAB 6. PROJECT UNDERSTANDING & APPROACH

Bioretention Concept

Project Understanding

Tetra Tech understands that the Royal Oak Redevelopment Study represents one of the City of Titusville's most significant planning initiatives in recent years. The approximately 150-acre former golf course occupies a highly visible location within an established residential community and has served, for decades, as both a recreational asset and an integral component of the surrounding stormwater system. As the City considers future opportunities for the property, it must carefully balance community expectations, environmental stewardship, engineering feasibility, fiscal responsibility, regulatory requirements, and long-term implementation while providing an attractive opportunity for development.

Unlike a traditional planning assignment that focuses solely on future land use, this study requires an integrated evaluation of planning, engineering, environmental, infrastructure, and community considerations. Every redevelopment alternative must recognize existing drainage patterns, neighborhood compatibility, public infrastructure, environmental resources, and the City's long-term operational responsibilities while providing realistic opportunities for redevelopment and community enhancement.

Tetra Tech recognizes that the City is not seeking a predetermined solution, but rather a range of redevelopment alternatives that are technically feasible, fiscally responsible, environmentally sustainable, and capable of delivering a long-term net benefit to both the City and the surrounding community. We also recognize that successful implementation will ultimately depend upon recommendations that are practical, market-informed, and capable of attracting future public and/or private investment to bring the City's vision to fruition. The planning document will allow elected officials and the public to understand the opportunities, constraints, benefits, and tradeoffs associated with multiple redevelopment scenarios. Our role is to provide the technical expertise, planning insight, engineering evaluation, and public engagement inclusive of all stakeholders to provide City leadership with the necessary information to make informed decisions regarding the future of Royal Oak.

Our multidisciplinary team combines planners, civil engineers, stormwater specialists, environmental scientists, landscape architects, GIS professionals, economists, and communications specialists into a single integrated team. By combining these disciplines throughout the study instead of treating them as independent tasks, we develop redevelopment scenarios that are technically feasible, environmentally responsible, fiscally informed, and supported by meaningful stakeholder engagement.

Technical Approach

Tetra Tech approaches redevelopment planning as an iterative and collaborative process rather than a series of isolated technical tasks. Planning decisions are strongest when engineering analyses, environmental evaluations, community input, project financial feasibility, and implementation considerations inform one another , and are in keeping with the current built environment and goals of the community, city, and developer. Our approach integrates each discipline from project initiation through final recommendations, ensuring redevelopment scenarios evolve as new information is collected and evaluated.

While the following project phases are presented sequentially to illustrate the logical progression of the study, many activities will occur concurrently to maximize efficiency and maintain project momentum. Existing conditions assessments, engineering evaluations, environmental reviews, GIS analysis, and stakeholder outreach will proceed in parallel where appropriate, allowing information developed by one discipline to continuously inform the work of another. Likewise, community engagement will not be limited to isolated milestones but will occur throughout the project as technical findings and redevelopment concepts evolve.

The preliminary schedule included with this proposal reflects our anticipated sequencing and demonstrates how multiple tasks can be completed concurrently within the City's six-month project timeframe. Following Notice to Proceed, Tetra Tech will work collaboratively with City staff during project onboarding to refine the schedule, confirm project priorities, review available information, establish milestones, and identify opportunities to perform activities concurrently. This collaborative approach provides flexibility to respond to evolving priorities while ensuring all required deliverables remain on schedule and that planning, engineering, environmental review, and public engagement remain fully integrated throughout the study.

Phase 1 – Project Initiation and Data Collection

The study begins with a collaborative kickoff meeting with City staff to establish project goals, review available information, confirm expectations, refine the project schedule, and establish communication protocols. This meeting serves as the foundation for the entire study by aligning the project team and City staff on objectives, deliverables, stakeholder involvement, and decision-making processes.

Following project initiation, Tetra Tech will conduct a comprehensive review of available background information including GIS mapping, aerial photography, previous planning studies, utility mapping, drainage information, environmental reports, zoning information, Comprehensive Plan policies, floodplain mapping, and other available documentation. Additionally, preliminary data will be collected and reviewed

regarding business and economic trends in the community. This information will be collected to help support any potential commercial or mixed-use development considerations that may arise during public engagement and outreach efforts. All information and data to be evaluated will be publicly available data or information provided by the City. The team will also utilize local staff resources to visit the neighborhoods surrounding Royal Oaks to collect real time field notes on items of concern, opportunity, or general interest that can assist during outreach events and help contribute to considerations being evaluated as part of scenario development. Early evaluation of these resources allows our team to identify information gaps, understand existing site conditions, identify development trends and the character of the community, and efficiently prioritize subsequent field investigations and technical analyses.

During onboarding, we will also establish our project management procedures, quality assurance protocols, document control systems, communication strategy, and public engagement plan. Although presented as the first project phase, many of these management activities continue throughout the project and support every subsequent technical task.

Deliverables from this phase establish the framework for the entire study and include a refined project schedule, communication plan, quality management procedures, stakeholder engagement strategy, and data request matrix.

Phase 2 – Existing Conditions Assessment

Successful redevelopment planning begins with a comprehensive understanding of existing conditions. Before evaluating future land use alternatives, Tetra Tech will develop a detailed inventory of the site's physical, environmental, regulatory, housing, and infrastructure characteristics to establish the baseline against which redevelopment scenarios will be evaluated.

Our planning team will assess existing land use patterns, parcel ownership, zoning, future land use designations, neighborhood compatibility, existing recreation facilities, housing characteristics, roadway access, and surrounding development patterns. Simultaneously, our GIS specialists will compile available mapping information into a comprehensive project database that supports engineering analyses, environmental evaluations, public engagement materials, and redevelopment concepts.

Engineering staff will inventory existing stormwater infrastructure, drainage systems, utilities, and transportation connections while environmental specialists evaluate wetlands, floodplain conditions, natural resources, vegetation, and other environmental features that may influence redevelopment opportunities.

This phase may include evaluation of:

- Existing land use and development patterns
- Parcel ownership and property boundaries
- Comprehensive Plan consistency
- Utility infrastructure
- Stormwater facilities
- Historic drainage systems
- Existing zoning and future land use designations

- Housing density and type
- Transportation and pedestrian access and connectivity
- FEMA floodplain mapping
- Environmental constraints
- Wetlands and surface waters
- Existing recreational assets
- Tree canopy and vegetation
- GIS database development

Findings from each technical area will be integrated into a comprehensive Existing Conditions Assessment that identifies opportunities and constraints affecting future redevelopment.

Other factors that may need to be considered include local public utility and services capacity. This includes items such as local school access and size, emergency and fire support, water and sewer service and capacity. If any of these items are currently providing inadequate or strained services, then development can push those services beyond capacity and result in school overcrowding and inadequate utility or emergency response services. As part of the assessment, information will be collected on these services to ensure that redevelopment scenarios are sensitive and consider possible restrictions and service concerns.

Phase 3 – Engineering and Infrastructure Assessment

Engineering considerations are central to evaluating redevelopment alternatives at Royal Oak. Because the property functions as a significant component of the surrounding drainage system, redevelopment scenarios must recognize existing hydrologic conditions while identifying opportunities to improve long-term resilience, reduce infrastructure risk, and support future City goals.

Tetra Tech's engineering team will evaluate the site's existing stormwater facilities, drainage basins, outfalls, utilities, roadway access, and conceptual infrastructure needs to determine how future redevelopment alternatives may affect surrounding neighborhoods and City infrastructure. Tetra Tech will also coordinate with the City Public Works Department to leverage their knowledge of known trouble areas, recurring drainage concerns, and areas of future concern that may not be fully evident from mapping or records alone. By combining local insight with technical evaluation, Tetra Tech will help ensure the recommended alternatives address current problems, avoid unintended impacts, and strengthen the long-term performance of the site and surrounding infrastructure.

Our engineering assessment may include:

- Existing stormwater basin evaluations
- Hydrologic review
- Hydraulic review
- Drainage system assessment
- Utility infrastructure evaluation
- Water and wastewater capacity
- Transportation access
- Internal circulation
- Pedestrian and bicycle connectivity
- Conceptual infrastructure improvements
- Floodplain considerations
- Engineering feasibility assessment

This effort focuses on planning-level engineering evaluations that allow redevelopment concepts to be developed on a technically defensible basis. This also helps inform scenario options and feasibility based

upon financially and physically realistic and reasonable considerations to address multiple engineering concerns. Hydrologic and hydraulic analyses, conceptual stormwater management strategies, utility assessments, transportation connectivity, and floodplain considerations will be incorporated into redevelopment scenarios as they are developed. Tetra Tech will identify infrastructure constraints and opportunities early in the process so that technical issues can be integrated into the planning effort before alternatives are developed. Infrastructure needs and technical concerns will attempt to be addressed using innovative methods that are found favorable by the community to avoid utilizing over-used, outdated, and inefficient solutions.

Engineering findings will be continuously coordinated with planners, environmental scientists, and landscape architects to ensure redevelopment alternatives remain practical, implementable, and responsive to technical requirements and community priorities.

Phase 4 – Environmental and Regulatory Assessment

Royal Oak's history as a golf course presents unique environmental opportunities and constraints that should be considered early in the redevelopment planning process. Tetra Tech will evaluate available environmental information to identify resources requiring protection, potential permitting considerations, and opportunities to incorporate environmental stewardship into future redevelopment.

Environmental specialists will review available mapping, previous studies, and existing documentation related to wetlands, surface waters, vegetation, floodplains, protected habitats, and potential environmental constraints. Where appropriate, available information regarding historical site conditions, legacy land uses, and potential environmental permitting considerations will also be evaluated to inform redevelopment planning.

Instead of viewing environmental resources solely as development constraints, our team seeks opportunities to incorporate these features into future parks, trails, green infrastructure, stormwater enhancements, habitat preservation, and recreational amenities that strengthen both environmental performance and community value. Efforts such as preserving tree canopy and the minimization of heat island effects in redevelopment will be taken into consideration to help reduce negative environmental impacts from development and promote more respectful development for the residents within the surrounding neighborhoods.

Environmental findings will be integrated directly into redevelopment scenarios, ensuring each alternative reflects sound environmental planning while maintaining regulatory feasibility.

Phase 5 – Community Engagement and Visioning

The future of Royal Oak will ultimately be determined not only by technical analyses but also by the shared vision and priorities of the community it serves. Tetra Tech believes successful redevelopment planning depends on meaningful public participation throughout the study—not solely at isolated milestones. Our engagement approach is designed to move beyond collecting comments by establishing a collaborative

decision-making framework that guides redevelopment alternatives from the beginning of the project through final recommendations.

Community engagement will begin early in the project with the first stakeholder workshop before redevelopment alternatives are developed. This allows residents, neighborhood associations, property owners, businesses, City staff, and other stakeholders to identify issues, opportunities, concerns, and aspirations that directly influence scenario development rather than simply reacting to completed concepts. Equally important, the workshop will establish a common understanding of what success looks like for the Royal Oak property.

Using this input, Tetra Tech will develop a ***Royal Oak Vision and Evaluation Framework*** that identifies the priorities of the community, the City's long-term planning objectives, technical and environmental considerations, and implementation realities. Rather than evaluating redevelopment scenarios solely on engineering or planning criteria, each alternative will be measured against a consistent set of community-supported goals such as neighborhood compatibility, recreation and open space, environmental stewardship, stormwater performance, transportation, fiscal sustainability, market viability, and long-term potential for implementation. This transparent framework provides an objective basis for comparing alternatives while demonstrating how community priorities influenced the study's recommendations.

Tetra Tech will also focus on identifying placemaking opportunities throughout the engagement process. Redevelopment of Royal Oak presents a unique opportunity to create a destination that reflects the identity of Titusville while enhancing neighborhood character and quality of life. During community engagement, participants will be encouraged to identify the places, amenities, recreational opportunities, environmental features, and community character they value most. Tetra Tech will supplement these discussions with examples of successful placemaking strategies from comparable communities to stimulate conversation and help residents envision how Royal Oak could become a distinctive community asset.

Our engagement strategy emphasizes transparency, accessibility, and responsiveness. Community comments will be documented, organized by topic, and evaluated alongside technical findings throughout the planning process. Rather than serving as a one-time checkpoint, stakeholder input will continuously inform engineering evaluations, planning analyses, and redevelopment scenarios as they evolve. Additional engagement tools, including stakeholder interviews, interactive GIS mapping, online participation opportunities, and targeted outreach, may be incorporated, as appropriate, to broaden participation and capture a diverse range of perspectives.

Because planning, engineering, environmental evaluation, and public engagement are interconnected, these activities will occur concurrently throughout the study. This integrated approach allows technical analyses to be informed by community priorities while providing stakeholders with meaningful opportunities to understand project constraints, evaluate alternatives, and participate in shaping a redevelopment vision that is technically feasible, fiscally responsible, and capable of long-term

THE ROYAL OAK EVALUATION FRAMEWORK

COLLABORATE • EVALUATE • DECIDE • IMPLEMENT

1. COMMUNITY VISIONING WORKSHOP NO. 1

WE SET THE FOUNDATION.

We listen to understand what matters most. Together we identify values, opportunities, concerns, and priorities for the future of Royal Oak.

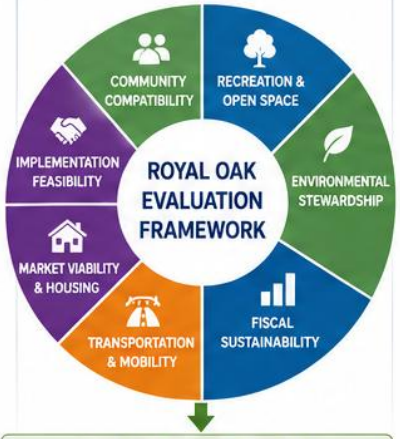
WHO WE HEAR FROM

- Residents & Neighborhoods
- City Staff & Leaders
- Environmental Interests
- Developers & Market Experts
- Community Organizations
- Business & Property Owners

2. ROYAL OAK EVALUATION FRAMEWORK

WE DEFINE WHAT SUCCESS LOOKS LIKE.

Community values and City goals are combined with technical, environmental, economic, and implementation considerations to create the criteria that will guide every decision.



THE EVALUATION CRITERIA

These criteria reflect what matters most to the community and the City and guide how we evaluate redevelopment alternatives.

- Community Compatibility
- Recreation & Open Space
- Environmental Stewardship
- Stormwater Performance
- Transportation & Mobility
- Infrastructure & Utilities
- Fiscal Sustainability
- Market Viability & Housing
- Implementation Feasibility
- Resiliency & Sustainability
- Placemaking & Identity

3. DEVELOP & EVALUATE SCENARIOS

WE TEST THE OPTIONS.

We develop multiple redevelopment scenarios and evaluate the three most promising options using the shared framework and the best available data.

SCENARIO A
Conservation & Recreation Focus

SCENARIO B
Residential Neighborhood with Green Connections

SCENARIO C
Mixed-Use / Walkable Community

EVALUATION SNAPSHOT (EXAMPLE)

EVALUATION CRITERIA	A	B	C
Community Compatibility	●●○	●◐○	●○○
Recreation & Open Space	●◐○	●○○	●◐○
Environmental Stewardship	●◐○	●○○	●◐○
Stormwater Performance	●◐○	●○○	●○○
Fiscal Sustainability	●◐○	●○○	●◐○
Market Viability & Housing	●◐○	●○○	●◐○
Implementation Feasibility	●◐○	●○○	●○○
Resiliency & Sustainability	●◐○	●○○	●◐○
Placemaking & Identity	●◐○	●○○	●◐○
OVERALL PERFORMANCE	★★★	★★★	★★★

(Comparative results will be refined through technical analysis and community input.)

4. COMMUNITY REVIEW & CONSENSUS WORKSHOP NO. 2

WE REVIEW. WE REFINE. WE BUILD CONSENSUS.

We present the options, how they perform against the goals, and the trade-offs. Community feedback helps refine the preferred direction and confirms the path forward.

WHAT WE CONFIRM TOGETHER

- Do the scenarios reflect our goals?
- Which option best achieves our shared priorities?
- What trade-offs are acceptable?
- What refinements are needed?
- What is our preferred path forward?

5. IMPLEMENTATION ROADMAP

WE TURN VISION INTO ACTION.

We recommend a clear, actionable strategy that aligns with City goals, identifies next steps, and positions Royal Oak for long-term success.

IMPLEMENTATION ELEMENTS

- Phasing & Sequencing
- Policy & Regulatory Actions
- Infrastructure & Capital Improvement Needs
- Funding & Grant Opportunities
- Partnerships & Collaboration
- Next Steps & Action Items

CONTINUOUS ENGAGEMENT & COMMUNICATION

INFORM ····· LISTEN ····· INVOLVE ····· REFINE

BUILT ON COLLABORATION
We work together.

GUIDED BY COMMUNITY PRIORITIES
Your goals drive our decisions.

INFORMED BY DATA & EXPERTISE
Sound analysis. Smart solutions.

FOCUSED ON A THRIVING FUTURE
A community we can all be proud of.

implementation. The future of Royal Oak will ultimately be determined not only by technical analyses but also by the shared vision and priorities of the community it serves. Tetra Tech believes successful redevelopment planning depends on meaningful public participation throughout the study—not solely at isolated milestones. Our engagement approach is designed to move beyond collecting comments by establishing a collaborative decision-making framework that guides redevelopment alternatives from the beginning of the project through final recommendations.

Phase 6 – Redevelopment Scenario Development

Building on existing conditions, engineering evaluations, environmental assessments, housing and economic data analysis, construction and market trends, and community input, Tetra Tech will develop multiple redevelopment scenarios that represent a range of potential futures for the Royal Oak property.

Our approach allows City leadership to objectively compare multiple alternatives that balance recreation, conservation, residential development, stormwater management, neighborhood compatibility, fiscal sustainability and development attractiveness. The initial planning process will identify and evaluate a broad range of redevelopment opportunities that reflect the site's opportunities, constraints, and community vision. Through collaboration with City staff and stakeholders, these concepts will be refined to identify the alternatives that best meet the City's planning objectives, technical considerations, and long-term vision. Based on this collaborative evaluation process, Tetra Tech will fully develop and evaluate three (3) conceptual redevelopment scenarios for detailed comparison. This may also include consideration of limited commercial or mixed-use development as part of a comprehensive, walkable neighborhood development. These scenarios will only be considered if there is positive feedback from residents regarding such opportunities.

Representative scenarios may include maintaining existing conditions, expanding conservation and open space, creating a regional recreation and stormwater park, introducing compatible residential development, utilizing greenspace as a boundary between existing development and new development, or developing hybrid alternatives that integrate multiple land uses while preserving key environmental and recreational features. This would include such considerations as passive recreation or greenway/open space that also functions as stormwater management infrastructure as well as a “green” buffer along new development.

Each of the three selected redevelopment scenarios will then be advanced through a consistent planning-level evaluation to provide the City with an objective comparison of their relative opportunities, constraints, costs, benefits, and implementation considerations.

Each redevelopment concept will incorporate conceptual site planning, engineering considerations, environmental compatibility, transportation access, utility infrastructure, stormwater management, and implementation considerations. Graphics, conceptual plans, and comparison matrices will communicate redevelopment opportunities in a format that is accessible to both technical reviewers and the general public.

Phase 7 – Technical Evaluation of Alternatives

Once redevelopment scenarios have been developed, each alternative will be evaluated using a consistent technical framework to ensure objective comparison. Rather than relying on qualitative observations alone, our multidisciplinary team will assess engineering feasibility, stormwater performance, environmental impacts, transportation connectivity, infrastructure requirements, regulatory consistency, and compatibility with the City's Comprehensive Plan.

Evaluation criteria may include engineering feasibility, hydrologic performance, utility requirements, transportation considerations, environmental impacts, recreation opportunities, neighborhood compatibility, implementation complexity, resiliency, and long-term operational considerations.

Using consistent evaluation criteria provides City leadership with a transparent decision-making framework that clearly identifies the strengths, limitations, opportunities, and tradeoffs associated with each redevelopment alternative.

Phase 8 – Fiscal Impact

Redevelopment planning requires consideration of a multitude of factors. Some of the most substantial factors are the local and regional economic impacts as well as the fiscal feasibility and marketability of the endeavor. Tetra Tech will evaluate the potential general economic impacts associated with each redevelopment scenario. Scenarios that may include small commercial or mixed-use development will be considered when identifying potential scenarios. Scenarios that include limited commercial and/or mixed-use development can not only provide preferred services to local residents but can also help support and diversify the local economy, add tax revenue, provide employment opportunities, promote walkability, and assist in “place-making”. The evaluation of general economic impacts will provide an overview of potential economic impacts from factors such as new business development, and potential increase in local shoppers and the local labor market.

A review of the potential fiscal benefits or drawbacks to the City based on these scenarios will also be conducted. This evaluation may consider factors such as potential tax revenue impacts, cost of developer incentives (if applicable), potential impacts to property values, capital infrastructure investments, utility improvements, provision or improvements to stormwater facilities, operations and maintenance costs, public service demands, recreation benefits, environmental value, lifecycle considerations, and opportunities for state or federal grant funding.

Our analysis compares both quantitative and qualitative benefits so decision-makers understand the broader community value associated with each redevelopment alternative. Data will primarily be collected from publicly available data sources and will be used to help identify the current economic status and trends in the community. If public engagement indicates potential approval of limited commercial or mixed-use development, data will also be collected to identify current business status and trends in the community. This information will be used to help identify effective redevelopment scenarios as well as project potential impacts from the scenarios.

Phase 9 – Implementation Strategy and Final Recommendations

The final phase of the study transforms technical analyses, community input, and stakeholder priorities into an actionable implementation strategy. Rather than recommending a preferred redevelopment scenario based solely on technical analyses, Tetra Tech will develop a ***Royal Oak Evaluation Framework*** that integrates the priorities identified throughout the planning process. Community values, City objectives, environmental stewardship, engineering feasibility, fiscal sustainability, market viability, and long-term implementation considerations will collectively inform the evaluation of each redevelopment scenario.

Using this framework, each of the three redevelopment scenarios will be evaluated against a common set of planning, engineering, environmental, economic, and community criteria. Comparative evaluation matrices will clearly communicate the relative advantages, tradeoffs, implementation challenges, and long-term benefits associated with each alternative, providing City leadership and stakeholders with a transparent and objective basis for decision-making.

Based upon this evaluation, Tetra Tech will prepare a recommended course of action supported by a phased implementation strategy. Recommendations may include implementation sequencing, potential Comprehensive Plan and Land Development Regulation amendments, capital improvement considerations, funding and grant opportunities, regulatory actions, partnership opportunities, and next steps necessary to advance the City's preferred vision.

During Community Workshop No. 2, Tetra Tech will present the evaluation framework, redevelopment scenarios, and recommended strategy, demonstrating how technical analyses and public input influenced the final recommendations. This workshop provides stakeholders with a clear understanding of the decision-making process while offering a final opportunity for meaningful feedback before completion of the study.

The study will conclude with a presentation to the City Council summarizing the planning process, redevelopment scenarios, evaluation framework, public engagement results, and recommended implementation strategy. The completed study will serve as a practical roadmap that not only identifies future redevelopment opportunities but also establishes a transparent, defensible process for implementing the City's long-term vision for Royal Oak.

Project Team

Tetra Tech has assembled a multidisciplinary project team with the technical, management, and communication capabilities needed to deliver the requested services efficiently and effectively. The proposed team combines planning, civil/stormwater engineering, environmental assessment, public engagement, economic development, and quality assurance expertise to support a coordinated, planning-level evaluation of redevelopment alternatives. Tetra Tech’s Program Manager, Project Manager, and key technical staff will work closely together to ensure clear communication with the City, timely progress on deliverables, and responsive coordination throughout the life of the project.

Tetra Tech's team structure is designed to provide the personnel and resource capacity needed to meet the RFQ requirements while maintaining flexibility to support evolving project needs. The team will include both in-house staff and, where appropriate, qualified subcontractors to provide specialized planning and public engagement support. Tetra Tech will provide the labor, management oversight, technical tools, and quality control necessary to complete the work in a timely and professional manner, with consistent coordination among disciplines to ensure that the study remains practical, defensible, and aligned with the City's goals.

Program Manager

Jen Kremer: Tetra Tech's primary point of contact for the City. Supports overall project coordination, communication, stakeholder outreach, and administrative oversight. Facilitates coordination with City staff and local stakeholders and ensures timely communication throughout the life of the project.

Project Manager

Tim Ziegler, PE: Serves as the technical lead for the project. Responsible for overall project execution, coordination of technical tasks, schedule management, quality oversight, coordination of the project team, and delivery of all project work products. As a licensed Professional Engineer, the Project Manager will provide oversight of the stormwater, infrastructure, and drainage concepts to support scenarios identified by the planner and ensure the work is completed in accordance with applicable standards and the RFQ requirements.

Lead Planner

Erik Genga: Provides planning analysis, redevelopment scenarios, and alignment with City goals. Leads existing conditions analysis, land use, redevelopment alternatives, cost-benefit analysis, and implementation strategy.

Community Engagement & Outreach

Erika Hughes (RVi Planning + Landscape Architecture): Develops and implements outreach campaigns, workshops, and educational programs to gain public input and raise public awareness of redevelopment options.

Matt Shelton: Supports community engagement and outreach efforts, assists with stakeholder coordination, public meeting logistics, and preparation of engagement materials and summaries. Ensures a coordinated, responsive, and effective engagement process.

Planning Economic Analyst

Gina Behnfeldt: Provides analysis related to fiscal impacts, costs and benefits, and long-term economic considerations associated with redevelopment alternatives. Evaluates capital and operating cost considerations, public service implications, and other economic factors to support clear, defensible comparisons of redevelopment scenarios.

Environmental and Remediation Lead

Dave Giddens, PG: Supports the project team with ESA, remediation coordination, and related technical input to inform redevelopment scenarios and site recommendations. Contributes environmental due diligence, regulatory coordination, and technical review while supporting the Project Manager and Program Manager as needed.

Quality Assurance & Quality Control

Jaime McClung, PE: Provides independent review of technical work products and key deliverables to ensure consistency, completeness, and Tetra Tech's exceptional quality of project deliverables.

Services and Deliverables

Tetra Tech will provide comprehensive planning and engineering services that fully satisfy the requirements of the RFQ while expanding upon them to provide additional value to the City. Major tasks and deliverables will include:

- Project kickoff, management, coordination
- Existing conditions review and documentation
- GIS mapping and exhibits
- Stormwater, drainage, and infrastructure assessment
- Environmental due diligence and remediation considerations
- Development and comparison of redevelopment scenarios
- Community outreach, workshops, and comment summaries
- Draft report and City review coordination
- Final report, implementation recommendations, and City Council presentation

Tetra Tech's team is structured to provide the personnel, technical expertise, and coordination necessary to complete the work efficiently and professionally. Each task will be supported by the appropriate discipline to ensure the final product is practical, defensible, and aligned with the City's goals.

Data-Driven Recommendations

Every recommendation developed by Tetra Tech will be supported by objective analysis, engineering evaluations, planning principles, GIS data, environmental information, infrastructure assessments, applicable Florida Statutes, and other regulatory requirements, as well as input from the City and stakeholders. Tetra Tech will use this information to compare redevelopment alternatives, test their feasibility, and identify constraints, opportunities, and implementation considerations early in the planning process. This evidence-based approach ensures that redevelopment alternatives are not only visionary but also technically defensible, financially informed, and achievable within the City's regulatory framework.

Project Schedule

Tetra Tech understands the importance of completing the study within the City's desired six-month timeframe. Our preliminary schedule on the following page illustrates the logical progression of project activities while recognizing that many planning, engineering, environmental, and engagement tasks will occur concurrently. Following the Notice to Proceed, we will work collaboratively with City staff to refine this schedule, establish milestone dates, coordinate workshop timing, and optimize task sequencing to maximize efficiency while maintaining flexibility as the project evolves.

Tetra Tech applies proven project management tools and procedures to ensure all tasks are delivered on schedule. Our approach includes:

- **Dedicated Program Oversight:** The Project Manager will lead schedule development, monitor progress, and provide regular updates to City staff.
- **Detailed Work Plans:** At project initiation, detailed task schedules will be developed, assigning responsibilities, deadlines, and interdependencies across Tetra Tech staff and subconsultants.
- **Progress Tracking:** We employ project management software to track milestones, identify critical paths, and forecast risks to timelines.
- **Regular Status Meetings:** Bi-weekly coordination meetings with the City and internal staff ensure alignment, highlight emerging issues, and allow for immediate corrective actions.
- **Escalation Protocols:** Potential schedule risks will be flagged early, with predefined escalation steps that allow the project managers to allocate additional staff or resources to stay on track.

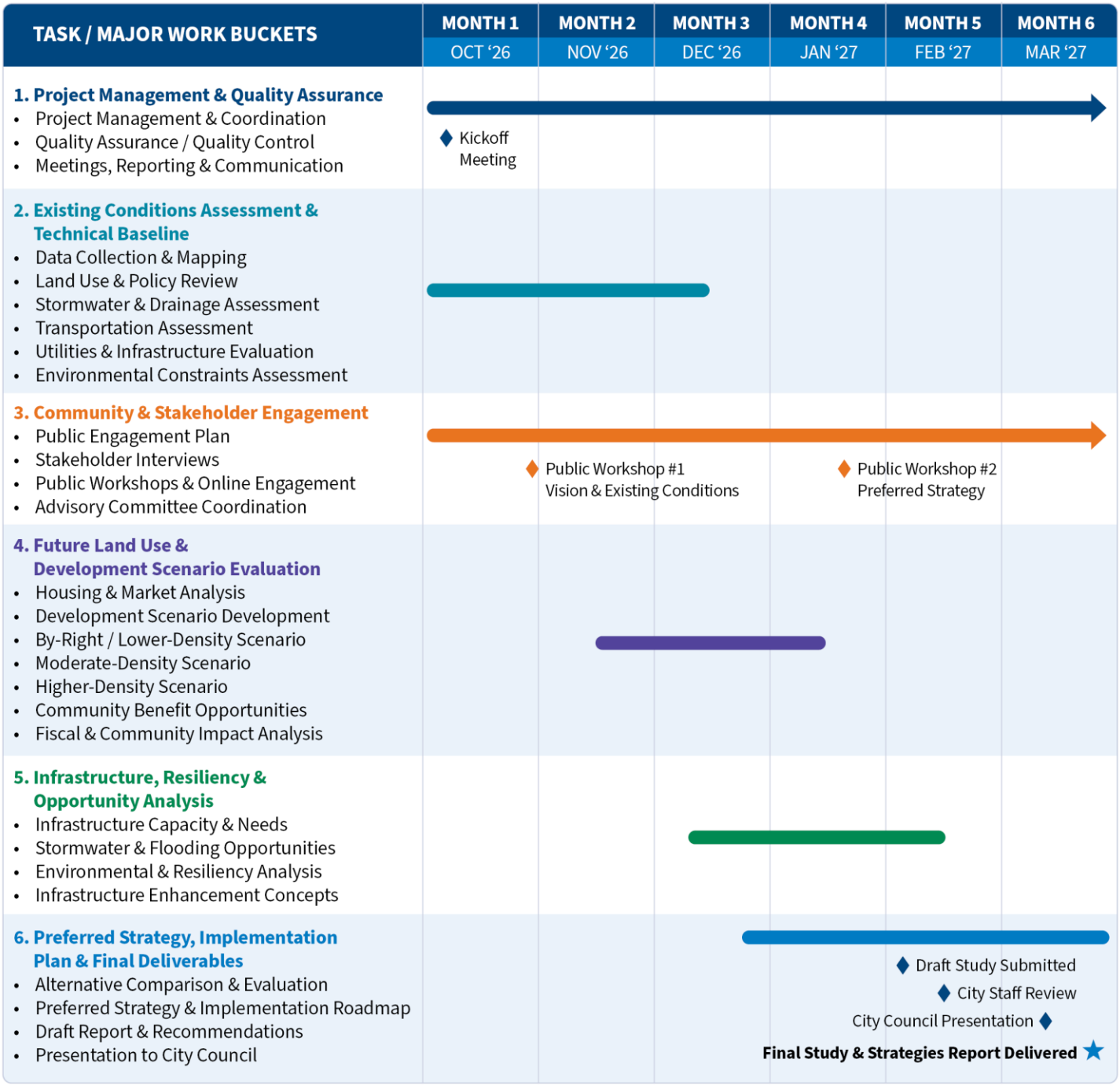
By combining structured scheduling, proactive monitoring, and clear communication, Tetra Tech ensures that deliverables are consistently provided on time and within budget, even when project conditions shift.

ROYAL OAK PLANNING & EVALUATION STUDY

A collaborative, parallel approach to deliver informed decisions.

Project Duration: 6 Months

Anticipated Notice to Proceed: October 2026
Completion: March/April 2027



Defining Costs and Benefits

Each redevelopment scenario will be evaluated using a consistent framework that considers capital investment, operating and maintenance costs, infrastructure needs, environmental benefits, recreation opportunities, potential revenues, public service impacts, resiliency, and long-term community value. Tetra Tech will present alternatives using common evaluation criteria and clear comparison metrics so City leadership can objectively assess the tradeoffs among scenarios and understand both the near-term costs and long-term benefits associated with each option. Where appropriate, Tetra Tech will use quantitative and qualitative measures such as relative cost estimates, infrastructure demand, service provision implications, anticipated public benefits, and implementation considerations to support a balanced and defensible comparison.

Qualifications

Tetra Tech has provided planning and engineering services for 60 years. Our Cocoa and Orlando offices will perform the work for this project. Proof of corporate registration, State of Florida business licensure, and professional certifications/ registrations are included in the Licenses and Certifications section of Tab 7.

Tetra Tech's qualifications are demonstrated through a portfolio of planning, redevelopment, environmental, and infrastructure projects that required strong project administration and interdisciplinary coordination.

Representative projects described in more detail in Tab 5 include Former Sam Sneeds Golf Course UST Closure/Arsenic Remediation in Cocoa, Indian River Premier Citrus Due Diligence and ESA in Vero Beach, Investigation, Remediation, and Strategic Consulting at Cabot/Koppers Superfund Site in Gainesville, the Stormwater Masterplan for St. Lucie County, and John Deere Orlando Training Center Engineering Services. These projects demonstrate Tetra Tech's ability to integrate site planning, design, engineering, environmental due diligence, conceptual stormwater design, public outreach, and open space reuse considerations into practical recommendations, aligning closely with the requirements of this RFQ.

The firm's proposed team has successfully managed schedules, budgets, client coordination, stakeholder coordination, multi-discipline teams, deliverables, and review processes on a wide range of public- and private-sector assignments.

The proposed team includes the following licensed professionals with extensive experience supporting public-sector planning, environmental assessment, engineering, and project administration efforts:

- Project Manager, Tim Ziegler, PE
- Environmental and Remediation, Lead Dave Giddens, PG
- QA/QC Lead, Jaime McClung, PE

Tetra Tech also has strong local and regional coordination capacity through Program Manager Jen Kramer, a Titusville resident who brings local familiarity and stakeholder experience to the team.

Communication

Clear, consistent communication is the backbone of our project management approach. Within Tetra Tech, our teams use established systems and protocols to ensure information flows seamlessly between disciplines. This coordination reduces duplication of effort, improves accuracy, and allows us to proactively identify risks before they become problems. Clients see this in practice through regular updates, transparent reporting, and a unified message across all project phases. In short, we work as one cohesive team — ensuring clarity, accountability, and alignment from start to finish.

Tetra Tech's communication approach for the Royal Oak Redevelopment Study is designed to keep the City informed throughout the study while providing meaningful and transparent opportunities for community and stakeholder input. Tetra Tech recommends regular coordination with City staff, a layered public engagement strategy, and clear documentation of public comments and how they influence redevelopment alternatives and final recommendations. This approach helps ensure the project remains responsive to City priorities, reflects community values, and produces recommendations that are practical, defensible, and well understood by decision-makers and stakeholders.

Coordination With City Staff

Tetra Tech will maintain regular communication with City throughout the study to support efficient project management and timely decision-making. Coordination activities may include a project kickoff meeting, bi-weekly project management meetings, technical review meetings, workshop planning meetings, draft report review meetings, and a final recommendations meeting. Meeting summaries will be prepared following each coordination meeting to document key decisions, action items, and next steps.

Tetra Tech will work closely with the City Project Manager to confirm project milestones, review draft materials, coordinate meeting logistics, and address questions or issues as they arise. This regular communication structure helps maintain alignment between the project team and the City and supports a smooth review and approval process.

Community and Stakeholder Communication

Tetra Tech understands that the future of the Royal Oak property will have lasting impacts on the surrounding neighborhoods, the City's parks and recreation system, stormwater infrastructure, environmental resources, and future growth patterns. Successful redevelopment planning is not simply about developing technically sound alternatives; it is about developing alternatives that reflect community priorities, build public trust, and provide City leadership with informed, balanced recommendations.

Tetra Tech's community engagement philosophy is founded on four principles:

- **Transparency** – Share information early and often so stakeholders understand the planning process, project constraints, opportunities, and decision points.

- **Accessibility** – Provide multiple opportunities for participation through both in-person and digital engagement methods so all interested parties can participate.
- **Collaboration** – Encourage meaningful dialogue between residents, City staff, elected officials, regulatory agencies, and technical experts throughout the study.
- **Accountability** – Document all comments received and clearly demonstrate how stakeholder input influenced redevelopment alternatives and final recommendations.

Tetra Tech will use a layered engagement strategy that allows residents and other stakeholders to participate throughout the study, not only at formal meetings. This approach combines information sharing, education, listening, collaboration, feedback, and reporting results to continuously improve redevelopment alternatives as the project advances.

One of the first project activities will be identifying the stakeholders most affected by future redevelopment. Potential stakeholders include City leadership, City departments, local residents, neighborhood and homeowners associations, environmental organizations, recreation organizations, historic preservation groups, local businesses, real estate professionals, the Chamber of Commerce, and regulatory agencies, as appropriate.

Special emphasis will be placed on residents immediately surrounding the Royal Oak property, including neighborhoods north of Knox McRae Drive, south of Harrison Street, east of Park Avenue, and west of Barna Avenue. Additional outreach will target homeowners whose drainage, access, property values, or recreational opportunities may be affected by future redevelopment. One-on-one interviews may be used to provide valuable insight that may not emerge during public meetings.

Tetra Tech will use a range of communication tools to maximize participation and ensure the study remains accessible to both technical and non-technical audiences. These tools may include a dedicated project webpage, project fact sheets, frequently asked questions, meeting notices, workshop materials, presentation boards, comment forms, stakeholder databases, and periodic project updates. Where appropriate, communication materials will include project branding, interactive GIS maps, graphics, and summaries that help the public understand the project's objectives, constraints, and possible outcomes.

Public Engagement Plan

Tetra Tech approaches community involvement as a continuous planning activity that informs every phase of the project rather than a series of isolated public meetings. Our engagement strategy is designed to build trust through proactive communication, educate stakeholders on project opportunities and constraints, identify community priorities and desired outcomes, validate technical findings using local knowledge, build consensus around realistic redevelopment opportunities, and demonstrate how stakeholder input influenced the planning process and final recommendations.

A key outcome of the engagement process will be development of the ***Royal Oak Vision and Evaluation Framework***, which will establish the goals and priorities that define a successful future for the property. Through collaboration with residents, City staff, elected officials, and other stakeholders, Tetra Tech will identify the values, objectives, and implementation considerations that are most important to the

community. These priorities will be integrated with planning, engineering, environmental, housing, economic, and infrastructure analyses to create a transparent framework for evaluating redevelopment alternatives. This process recognizes that a successful redevelopment strategy must balance the goals of the community, the City's long-term planning objectives, technical and environmental constraints, fiscal sustainability, and implementation feasibility to create a vision that is both desirable and achievable.

Tetra Tech's proposed engagement program meets and exceeds the RFQ requirement of two (2) community workshops and one (1) City Council engagement by aligning outreach with key project milestones so that stakeholder input actively shapes redevelopment alternatives. Community engagement activities will occur concurrently with planning and engineering evaluations, allowing technical analyses and public input to continuously inform one another throughout the study.

- **Public Workshop No. 1 – Project Introduction and Initial Input.** The first community workshop will introduce the project, explain the study objectives, and focus on developing a shared vision for the future of Royal Oak. Instead of asking participants to react to predetermined concepts, Tetra Tech will facilitate discussions designed to identify what success looks like for the property and establish the goals that should guide redevelopment. Through interactive exercises and facilitated discussion, participants will identify priorities related to recreation, open space, neighborhood compatibility, environmental stewardship, stormwater management, mobility, fiscal responsibility, housing opportunities, placemaking, and long-term sustainability. City staff will also provide input regarding municipal goals, operational considerations, infrastructure needs, regulatory requirements, and long-term planning objectives. Tetra Tech will supplement these discussions with examples of successful placemaking strategies, parks, green infrastructure, and redevelopment projects from comparable communities to stimulate discussion and encourage creative thinking about Royal Oak's future.

The information gathered during this workshop will be synthesized into the ***Royal Oak Vision and Evaluation Framework***, which will establish the evaluation criteria used throughout the remainder of the study. This framework will define the goals against which redevelopment alternatives will be measured and create a transparent basis for comparing future scenarios. By establishing these goals before alternatives are developed, the planning process increases the likelihood that the final recommendations are practical, broadly supported, and capable of long-term implementation.

- **Public Workshop No. 2 – Alternatives and Recommendations.** The second community workshop will focus on evaluating the three (3) redevelopment scenarios selected for detailed analysis using the Royal Oak Vision and Evaluation Framework established during the first workshop. Rather than simply presenting conceptual plans, Tetra Tech will demonstrate how each redevelopment alternative performs against the goals and priorities identified by the community, City staff, and project team. Each scenario will be presented using a consistent evaluation framework that considers community compatibility, recreation and open space, environmental stewardship, stormwater performance, transportation, infrastructure needs, fiscal sustainability, housing considerations, implementation feasibility, and long-term community benefits. This structured evaluation provides stakeholders with a clear understanding of the strengths, tradeoffs, opportunities, and implementation considerations associated with each alternative. Participants will have the opportunity to validate whether the

redevelopment scenarios successfully achieve the goals established during Workshop No. 1, discuss the relative advantages of each alternative, and provide final input before recommendations are prepared. This workshop is intended to build consensus around a preferred direction by demonstrating how community priorities, technical analyses, and implementation considerations collectively informed the recommended strategy.

- **City Council Engagement.** Tetra Tech will also support a City Council engagement to brief elected officials on the study process, public input, scenario evaluation, and recommended next steps. City Council communications may include a kickoff briefing, periodic project updates, workshop summaries, a draft recommendation briefing, and a final presentation. This approach helps keep City leadership informed throughout the study and supports informed policy discussion.

Comment Management and Documentation

Tetra Tech will document, organize, and summarize public comments received throughout the project. Comments will be categorized by topic, including land use, recreation, open space, environmental resources, stormwater, transportation, neighborhood compatibility, infrastructure, housing, fiscal considerations, placemaking, and implementation.

Public input will be synthesized to identify common themes, priorities, opportunities, and concerns. These findings will be incorporated into the Royal Oak Vision and Evaluation Framework and considered throughout redevelopment scenario development, technical evaluation, and preparation of the final recommendations. Public Input Summaries prepared following each workshop will document stakeholder participation, major discussion topics, and the key themes that influenced the planning process and ultimately shaped the recommended redevelopment strategy.

By integrating public engagement with technical planning instead of treating it as a standalone activity, Tetra Tech provides the City with a transparent, collaborative, and defensible decision-making process. This approach not only satisfies the public engagement requirements of the RFQ but also establishes a shared vision that allows redevelopment alternatives to be evaluated objectively and provides City leadership with recommendations that are technically feasible, fiscally responsible, broadly supported, and capable of successful long-term implementation.

This documentation process supports transparency and accountability and demonstrates how public input informs the study findings and final recommendations. Tetra Tech will also prepare public input summaries following key engagement milestones to help the City communicate project feedback and decision points to stakeholders and elected officials.

Regulatory Coordination

Where appropriate, Tetra Tech will coordinate with applicable regulatory agencies to identify planning-level permitting considerations associated with redevelopment alternatives. Early coordination helps identify potential constraints before preferred alternatives are selected and supports more practical and implementable recommendations.

Communication Deliverables

Communication and engagement deliverables may include the following, as applicable to the City's preferred process:

- Community Engagement Plan
- Stakeholder Database
- Project Branding Package
- Project Fact Sheet
- Project FAQ
- Community Survey
- Workshop Materials
- Meeting Displays
- Presentation Boards
- Public Comment Database
- Public Input Summary No. 1
- Public Input Summary No. 2
- Comment Response Matrix
- Project Website Content
- City Council Presentation
- Final Community Engagement Report

Measuring Success

Tetra Tech evaluates the success of community engagement using measurable performance indicators such as participation across stakeholder groups, workshop attendance, survey responses, website traffic, interactive mapping participation, geographic distribution of participants, stakeholder organization representation, public comment response time, stakeholder satisfaction, and documentation showing how public input influenced the redevelopment recommendations.

By combining proactive City coordination, accessible public communication, and documented stakeholder feedback, Tetra Tech will help the City advance a

collaborative, transparent, and community-informed planning process that supports sound decision making for the Royal Oak property.

Quality Assurance

The goal of Tetra Tech's quality assurance (QA) program is to ensure that all projects, analyses, and deliverables are scientifically valid, accurate, defensible, and of known quality. Our client-oriented quality system has an emphasis on planning, teamwork, and communication. The objective of QA is to implement a set of review procedures and document these reviews to confirm that quality control (QC) has been carried out and acted upon. Throughout delivery, we apply a plan–do–check–act cycle to validate performance, capture lessons learned, and document corrective actions.

QA/QC planning begins during the development of the scope of work (Plan). Our Quality Management Plan is followed during project implementation (Do). Throughout the project, there are internal quality checks (Check). If there are any issues found during independent technical review, measures are taken to correct the issue (Act).

Tetra Tech maintains a rigorous QA/QC program that is applied consistently across all projects. Every deliverable will be subject to a structured internal review process prior to submission. This includes:

- **Peer Reviews:** All technical work will undergo peer review by a senior professional not directly responsible for the original task to ensure accuracy, regulatory compliance, and consistency with the City's standards.
- **Regulatory Compliance Checks:** Deliverables will be cross-checked against all applicable local/state/federal requirements to ensure full compliance.
- **Document Control:** A centralized system will be used for version tracking, reviewing comments, and final approvals, ensuring that only validated documents are released.
- **Continuous Improvement:** Lessons learned from previous similar programs will be incorporated into procedures, allowing the team to refine approaches and proactively address potential issues.

This systematic approach ensures that work products not only meet but exceed industry and City standards, providing the City with reliable, defensible documentation and designs.

QA/QC reviews on similar projects have resulted in fewer than 2% of client-requested revisions after final submission. Independent client surveys and feedback consistently rate Tetra Tech's work products as "Excellent" for technical accuracy, clarity, and regulatory compliance.

Stakeholder Involvement

Stakeholder involvement extends beyond the required public workshops. Throughout the study, Tetra Tech will coordinate closely with City staff, residents, neighborhood organizations, regulatory agencies, and other interested parties to ensure technical analyses reflect local knowledge and community priorities. By integrating stakeholder input throughout the planning process, we foster transparency, build consensus, and develop recommendations that are both technically sound and broadly supported.

Challenges or Concerns

The Royal Oak Redevelopment Study presents a unique opportunity to transform a historically significant property into a community asset that balances environmental stewardship, recreation, resilient infrastructure, compatible development, and fiscal sustainability. Achieving this vision requires thoughtful integration of planning, engineering, environmental science, and public engagement while recognizing the property's role within the surrounding drainage system and established neighborhoods. Tetra Tech's multidisciplinary, collaborative approach is specifically designed to address these challenges, allowing the City to make confident, informed decisions supported by objective analysis and a practical implementation roadmap.

TAB 7. RFQ SOLICITATION RESPONSE REQUIRED DOCUMENTS

Corporate Standing and Authorized Signatories

Tetra Tech's current State of Florida Certificate of Status included on the following page. William R. Brownlie, PhD, PE, is an authorized signatory as an officer of Tetra Tech as listed on Sunbiz.org.

Subcontractors

Tetra Tech will engage RVi Planning + Landscape Architecture as a subconsultant to support community engagement and outreach activities for this project. RVi will provide assistance with stakeholder engagement planning, workshop preparation, public-facing materials, and related outreach tasks. RVi's work will be coordinated through the Project Manager to ensure all deliverables align with the project scope and City expectations. Tetra Tech will maintain overall responsibility for project management, integration, and quality assurance.

Building Success with Local Expertise

Tetra Tech values strong partnerships with trusted local firms who bring proven expertise and deep knowledge of the community. These partnerships strengthen our ability to deliver solutions that are both practical and forward-looking, ensuring projects are informed by local insight, relationships, and an understanding of the City's priorities. By integrating the specialized skills of experienced subconsultants, we enhance our team's capacity to deliver high-quality results that reflect the needs and expectations of the communities we serve.

State of Florida
Department of State

I certify from the records of this office that TETRA TECH, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 28, 1988.

The document number of this corporation is P19034.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on January 5, 2026, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifth day of January, 2026

Secretary of State

Tracking Number: 4528800983CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Local Business Tax Receipt

Tetra Tech's local business tax receipt for the Cocoa office is attached.

2025 - 2026

BREVARD COUNTY BUSINESS TAX RECEIPT
SUBJECT TO COUNTY ZONING RESTRICTIONS
TAX RECEIPT SHOULD BE DISPLAYED ON PREMISES

ACCOUNT NO.
885042213

THE PERSON(S), OR ENTITY BELOW:
TETRA TECH NUS INC
ATTN: TAX DEPT
3475 E FOOTHILL BLVD
PASADENA, CA 91107

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".

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.

DBA
TETRA TECH NUS INC

LOCATION:
11 RIVERSIDE DR
SUITE 5
COCOA, FL 32922

OWNED BY:
TETRA TECH NUS INC

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

EXEMPTIONS: 0.00

470160	CONSULTING SERVICE
820005	RECEIPT AMT

Receipt Fee	37.00
Hazardous Waste Fee	0.00
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 000-25-00358510 08/04/2025 37.00

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

Licenses and Certifications

Tetra Tech is registered with the Florida Department of Business and Professional Regulation, Engineering Business Registry license number 2429.

dbpr

FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION ONLINE SERVICES

HOME | CONTACT US | MY ACCOUNT

LICENSEE DETAILS

8:29:38 AM 7/2/2026 EST

License Information

Name	TETRA TECH, INC (Primary Name)
Main Address	201 E PINE STREET UNIT 1000 ORLANDO Florida 32801
County	Orange
License Mailing	3475 E FOOTHILL BLVD PASADENA California 91107
County	Out of State

License Information

License Type	Engineering Business Registry
Rank	Registry
License Number	2429
Status	Current
Licensure Date	05/10/1977
Expires	

Tetra Tech's required professional certifications/registrations for the disciplines included in the scope of services are included below.

dbpr

FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION ONLINE SERVICES

LICENSEE DETAILS

License Information

Name	PETERSON, MARK ANDREW (Primary Name)
DBA Name	TETRA TECH INC
Main Address	352 CAROLINA JASMINE LN ST JOHNS Florida 32259
County	St. Johns

License Information

License Type	Professional Geologist
Rank	PG
License Number	PG2806
Status	Current,Active
Licensure Date	05/28/2013
Expires	07/31/2028

Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
ZIEGLER, TIMOTHY F.
8163 WHISTLEWING COURT
ORLANDO FL 32817
LICENSE NUMBER: PE58826
EXPIRATION DATE: FEBRUARY 28, 2027
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.

dbpr

FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION ONLINE SERVICES

LICENSEE DETAILS

License Information

Name	GIDDENS, DAVID ROYSTON (Primary Name)
Main Address	20431 MARLIN STREET ORLANDO Florida 32833
County	Orange

License Information

License Type	Professional Geologist
Rank	PG
License Number	PG1654
Status	Current,Active
Licensure Date	02/18/1994
Expires	07/31/2028

Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
MCCLUNG, JAIME ROONEY
1862 TUMBLEWATER BLVD
OCOEE FL 34761
LICENSE NUMBER: PE63088
EXPIRATION DATE: FEBRUARY 28, 2027
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.

Tetra Tech's corporate registration status is ACTIVE on the Florida Department of State, Division of Corporations website.

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Profit Corporation
TETRA TECH, INC.

Filing Information

Document Number	P19034
FEI/EIN Number	95-4148514
Date Filed	04/28/1988
State	DE
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	12/30/2003
Event Effective Date	01/02/2004

Principal Address

3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Changed: 07/14/2003

Mailing Address

3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Changed: 07/14/2003

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 03/18/1992

Address Changed: 03/18/1992

Officer/Director Detail

Name & Address

Title Senior Vice President, Chief Engineer
BROWNLIE, WILLIAM R
3475 E. Foothill Blvd.
Pasadena, CA 91107

Title Senior Vice President, Corporate Administration

LEMMON, RICHARD A
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Executive Vice President, CFO and Assistant Secretary

BURDICK, STEVEN M
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Chairman of the Board, CEO

Batrack, Dan L.
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

TAB 8. REQUIRED FORMS

Attachment A - Certification Regarding Lobbying

Attachment B - City of Titusville E-Verify Affidavit

Attachment C - Contractor Affidavit Regarding Scrutinized Company List

Attachment D - Human Trafficking Affidavit

Attachment E - Public Entity Crimes

Attachment F - Certification of Bidder Regarding Equal Employment Opportunity

Attachment G - Drug Free Workplace Certification

Attachment H - Certification Regarding Debarment and Suspension

Attachment I - Truth in Negotiation Certification

Attachment J – Addendum Acknowledgement

ATTACHMENT A

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor Tetra Tech, Inc. certified or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Jennifer Kremer

Signature of Contractor's Authorized Official

Jennifer Kremer, Senior Project Manager

Name and Title of Contractor's Authorized Official

7-6-26

Date

ATTACHMNET B

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): 95-4148514

Jennifer Kremer	Senior Project Manager	[signature]
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant

Tetra Tech, Inc.	7-6-26
Name of Contractor	Date

823 N. Cocoa Blvd., Suite D, Cocoa	FL	32922
Address of Contractor	State	Zip Code

Notary Public Information

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization,

this 06 day of JULY, 2026 (year), by JENNIFER KREMER (name of person acknowledging).

TARUN GUPTA	[signature]
(Print, Type, or Stamp Commissioned Name of Notary Public)	(Signature of Notary Public)

Personally Known _____ OR Produced Identification X Type of Identification Produced FL, DRIVER LICENSE

NOTARY PUBLIC STATE OF FLORIDA

TARUN GUPTA
Commission # HH 638820
Expires June 9, 2029

ATTACHMENT C

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 823 N. Cocoa Blvd, Suite D, Cocoa, FL 32922 (name of bidder or contractor) is Tetra Tech, Inc.
2. My relationship to Tetra Tech, Inc. (name of bidder or contractor) is Senior Project Manager (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. Tetra Tech, 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. Tetra Tech, 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. Tetra Tech, Inc. (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

Jennifer Kremer — Senior Project Manager

Signature — Printed Name — Title — Name of bidder or contractor

Notary Public Information

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 06 day of JULY, 2026 (year), by JENIFFER KREMER (name of person acknowledging).

TARUN GUPTA
(Print, Type, or Stamp Commissioned Name of Notary Public)

Tarun Gupta
(Signature of Notary Public)

Personally Known ____ OR Produced Identification X Type of Identification Produced A, DRIVER LICENSE

NOTARY PUBLIC STATE OF FLORIDA
TARUN GUPTA
Commission # HH 638820
Expires June 9, 2029

ATTACHMENT D

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 Tetra Tech, 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: Tetra Tech, Inc.
Authorized Signature: Jennifer Kremer
Printed Name: Jennifer Kremer
Title: Senior Project Manager

STATE OF FLORIDA
COUNTY OF BREVARD
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 06 day of JULY, 2026, by JENNIFER KREMER, as Sr. Project Manager on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced FL DRIVER LICENSE as identification.

Tarun Gupta
Notary Public Signature
Print, Type or Stamp Name of Notary: TARUN GUPTA
06/09/2029 My commission expires:

(Affix Notary Stamp or Seal)

NOTARY PUBLIC STATE OF FLORIDA
TARUN GUPTA
Commission # HH 638820
Expires June 9, 2029

ATTACHMENT E

(3 pages)

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, 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 CO-26-Q-045 TB. Bid/Bid for THE CITY OF TITUSVILLE.

2. This sworn statement is submitted by Tetra Tech, Inc. whose business address is 823 N. Cocoa Blvd, Suite D, Cocoa FL 32922 and (if applicable) its Federal Employer Identification (FEIN) is 95-4148514.

3. My name is Jennifer Kremer (please print name of individual signing) and my relationship to the entity named above is Senior Project Manager.

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.)

JK 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: 7-6-26

Notary Public Information

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization,

this 06 day of JULY, 2026 (year), by JENNIFER KREMER (name of person acknowledging).

TARUN GUPTA
(Print, Type, or Stamp Commissioned Name of Notary Public)

Tarun Gupta
(Signature of Notary Public)

Personally Known _____ OR Produced Identification X Type of Identification Produced FL, DRIVER LICENSE

NOTARY PUBLIC STATE OF FLORIDA

TARUN GUPTA
Commission # HH 638820
Expires June 9, 2029

ATTACHMENT F

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)

Tetra Tech, Inc.

823 N Cocoa Blvd, Suite D, Cocoa, FL 32922

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

Jennifer Kremer, Senior Project Manager

NAME AND TITLE OF SIGNER (Please type)

[signature] 7-6-26

SIGNATURE DATE

ATTACHMENT G

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	Senior Project Manager Title	7-6-26 Date

Notary Public Information

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization,

this 06 day of JULY, 2026 (year) by JENNIFER KREMER (name of person acknowledging).

TARUN GUPTA	Tarun Gupta
(Print, Type, or Stamp Commissioned Name of Notary Public)	(Signature of Notary Public)

Personally Known _____ OR Produced Identification Y Type of Identification Produced FL DRIVER LICENSE

TARUN GUPTA
Commission # HH 638820
Expires June 9, 2029

ATTACHMENT H

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1. This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the contractor is required to verify that none of the contractor's principles (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

2. The contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the City of Titusville.I f it is later determined that the contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City of Palm Bay, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Authorized Signature	823 N Cocoa Blvd, Suite D Address
Jennifer Kremer, Senior Project Manager Printed Name & Title	Cocoa, FL 32922 City, State, Zip Code
Tetra Tech, Inc. Company	7-6-26 Date

ATTACHMENT I

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Consultant to execute this certificate and include it with Proposed billable rates and all other negotiation documents requested.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

Tetra Tech, Inc.
Name of Consultant

By: _____ 7-6-26
Date

Notary Public Information

STATE OF FLORIDA
COUNTY OF BREVARD

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 06 day of JULY, 2026, by (year)

JENNIFER KREMER
(name of person acknowledging)

Tarun Gupta
(Signature of Notary Public - State of Florida)

TARUN GUPTA
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification X

Type of Identification Produced FL, DRIVER LICENSE

NOTARY PUBLIC STATE OF FLORIDA
TARUN GUPTA
Commission # HH 638820
Expires June 9, 2029

Addendum Acknowledgment

By signing each line below, Bidder acknowledges that the corresponding addenda have been received and are included in this solicitation packet:

☑ Addendum 1 _____ Dated Jun 25, 2026

☑ Addendum 2 _____ Dated Jul 6, 2026

☐ Addendum 3 _____ Dated _____

☐ Addendum 4 _____ Dated _____

ATTACHMNET B

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): 74-2546670

Erika Hughes	Director of Planning	
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant

RVE Inc dba RVi Planning + Landscape Architecture	07/08/2026
Name of Contractor	Date

111 N. Magnolia Ave., Suite 1350	Orlando	32801
Address of Contractor	State	Zip Code

Notary Public Information

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization,

this 8th day of July, 2026 (year), by Erika Hughes (name of person acknowledging).

Jennifer N Lopez
(Print, Type, or Stamp Commissioned Name of Notary Public)

Notary Public State of Florida
Jennifer N. Lopez
My Commission HH 443763
Expires 12/25/2027

(Signature of Notary Public)

Personally Known X OR Produced Identification _____ Type of Identification Produced _____

ATTACHMENT C

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 RVE Inc. dba RVi Planning + Landscape Architecture (name of bidder or contractor) is 111 N. Magnolia Ave. Suite 1350 Orlando, FL 32801.
2. My relationship to RVE Inc. dba RVi Planning + Landscape Architecture (name of bidder or contractor) is Director of Planning (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. RVE Inc. dba RVi Planning + Landscape Architecture (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. RVE Inc. dba RVi Planning + Landscape Architecture (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. RVE Inc. dba RVi Planning + Landscape Architecture (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

Erika Hughes	Erika Hughes, Director of Planning	RVE Inc. dba RVi Planning + Landscape Architecture
Signature	Printed Name	Title Name of bidder or contractor

Notary Public Information

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 8th day of July (year), 2026, by Erika Hughes (name of person acknowledging).

Notary Public State of Florida
Jennifer N. Lopez
My Commission HH 443763
Expires 12/25/2027

Jennifer N Lopez
(Print, Type, or Stamp Commissioned Name of Notary Public)

(Signature of Notary Public)

Personally Known X OR Produced Identification _____ Type of Identification Produced _____

ATTACHMENT F

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)

RVE Inc. dba RVi Planning + Landscape Architecture

111 N. Magnolia Ave. Suite 1350 Orlando, FL 32801

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.

_____Yes _____ No N/A

3. Bidder has filled all compliance reports due under applicable instructions.

_____Yes _____ No N/A

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? _____Yes x_____No

Erika Hughes, Director of Planning

NAME AND TITLE OF SIGNER (Please type)

Erika Hughes

Digitally signed by Erika Hughes
DN: C=US, E=EHughes@rviplanning.com, O="RVi Planning + Landscape Architecture", CN=Erika Hughes
Date: [illegible]

07/08/2028

SIGNATURE DATE

ATTACHMENT G

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.

Erika Hughes	Director of Planning	07/08/2026
Vendor's Signature	Title	Date

Digitally signed by Erika Hughes
DN: C=US, E=EHughes@rvplanning.com, O="RVi Planning + Landscape Architecture", CN=Erika Hughes
Date: 2026.07.08 15:34:44-04'00'

Notary Public Information

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization,

this 8th day of July, 2026 (year), by Erika Hughes (name of person acknowledging).

Notary Public State of Florida
Jennifer N. Lopez
My Commission HH 443763
Expires 12/25/2027

Jennifer N Lopez
(Print, Type, or Stamp Commissioned Name of Notary Public)

(Signature of Notary Public)

Personally Known X OR Produced Identification _____ Type of Identification Produced _____

APPENDIX

Architect Engineering Qualifications - Standard Form 330 (SF330)

ARCHITECT-ENGINEER QUALIFICATIONS

PART I – CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (CITY AND STATE)
Professional Planning & Engineering Consulting Service-Royal Oak, Titusville, Florida

2. PUBLIC NOTICE DATE 6/17/2026

3. SOLICITATION OR PROJECT NUMBER RFQ CO-26-Q-045 TB

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE
Jennifer Kremer, Program Manager

5. NAME OF FIRM
Tetra Tech

6. TELEPHONE NUMBER
321-636-6470

7. FAX NUMBER
n/a

8. E-MAIL ADDRESS
Jen.Kremer@tetratech.com

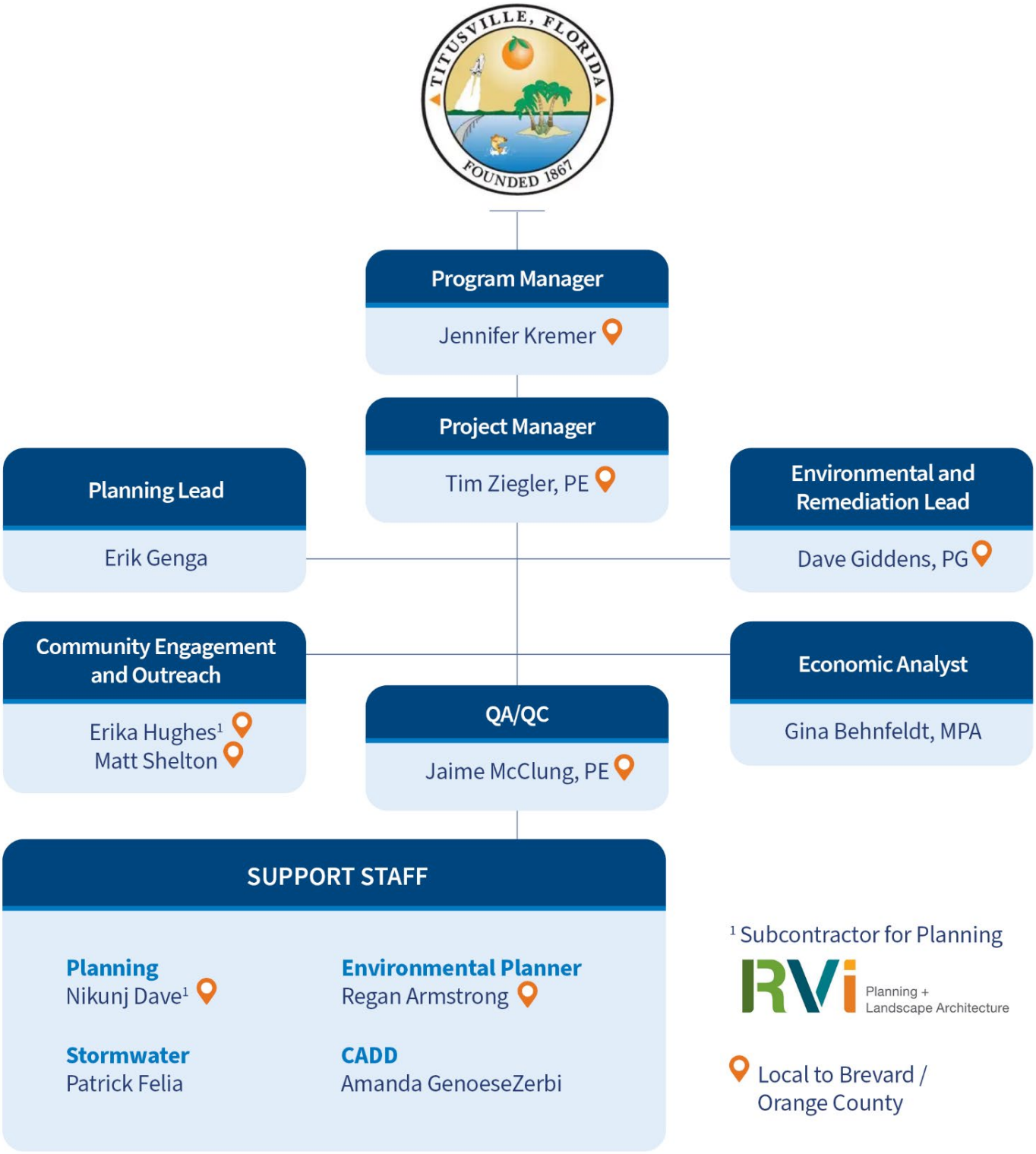
C. PROPOSED TEAM

(COMPLETE THIS SECTION FOR THE PRIME CONTRACTOR AND ALL KEY SUBCONTRACTORS.)

	(CHECK) PRIME	(CHECK) J-V PARTNER	(CHECK) SUBCONTRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE
a.	√			Tetra Tech ☒ CHECK IF BRANCH OFFICE	823 N Cocoa Blvd, Ste D, Cocoa, FL 32922	Environmental & Engineering Services
b.			√	RVI Planning ☒ CHECK IF BRANCH OFFICE	111 N Magnolia Ave, Suite 1350 Orlando, FL 32801	Community Engagement & Outreach Services
c.				XXXX ☐ CHECK IF BRANCH OFFICE	XXXX	XXXX
d.				XXXX ☐ CHECK IF BRANCH OFFICE	XXXX	XXXX
e.				XXXX ☐ CHECK IF BRANCH OFFICE	XXXX	XXXX
f.				XXXX ☐ CHECK IF BRANCH OFFICE	XXXX	XXXX
g.				XXXX ☐ CHECK IF BRANCH OFFICE	XXXX	XXXX
h.				XXXX ☐ CHECK IF BRANCH OFFICE	XXXX	XXXX
i.				XXXX ☐ CHECK IF BRANCH OFFICE	XXXX	XXXX
j.				XXXX ☐ CHECK IF BRANCH OFFICE	XXXX	XXXX
k.				XXXX ☐ CHECK IF BRANCH OFFICE	XXXX	XXXX
l.				XXXX ☐ CHECK IF BRANCH OFFICE	XXXX	XXXX

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ (ATTACHED)


Program Manager
Jennifer Kremer
Project Manager
Tim Ziegler, PE
Planning Lead
Erik Genga
Environmental and Remediation Lead
Dave Giddens, PG
Community Engagement and Outreach
Erika Hughes[1]
Matt Shelton
QA/QC
Jaime McClung, PE
Economic Analyst
Gina Behnfeldt, MPA
SUPPORT STAFF
Planning
Nikunj Dave[1]
Environmental Planner
Regan Armstrong
Stormwater
Patrick Felia
CADD
Amanda GenoeseZerbi
[1] Subcontractor for Planning
RVi Planning + Landscape Architecture
Local to Brevard / Orange County

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(COMPLETE ONE SECTION E FOR EACH KEY PERSON.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE A. TOTAL	B. WITH CURRENT FIRM
Jennifer Kremer	Program Manager	23 years	1 year

15. FIRM NAME AND LOCATION (CITY AND STATE)
Tetra Tech (Titusville, Florida)

16. EDUCATION (DEGREE AND SPECIALIZATION)
Environmental Engineer, BS, MS

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

18. OTHER PROFESSIONAL QUALIFICATIONS (*Publications, Organizations, Training, Awards, etc.*)
iPEC Certified Professional Coach, NASA Exceptional Achievement Award (2017), NASA Spaceflight Awareness Management Award (2025)

19. RELEVANT PROJECTS

a.
(1) TITLE AND LOCATION (CITY AND STATE): **NASA ENTERPRISE ENVIRONMENTAL SUPPORT SERVICES (NESS) ACQUISITION, KSC, FLORIDA**
(2) PROFESSIONAL SERVICES: 2025 | CONSTRUCTION (IF APPLICABLE): NA
(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — ☐ check if project performed with current firm
Directed development of NASA's agency-wide environmental services strategy for all NASA Centers, Led strategic planning, stakeholder coordination, governance development, and implementation across multiple organizations. (Medium. $350M); Program Manager

b.
(1) TITLE AND LOCATION (CITY AND STATE): **EXPLORATION PRODUCTION & OPERATIONS CONTRACT REQUIREMENTS DEVELOPMENT, KSC FLORIDA**
(2) PROFESSIONAL SERVICES: 2022 | CONSTRUCTION (IF APPLICABLE): NA
(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — ☐ check if project performed with current firm
Led multidisciplinary planning, evaluated alternatives, and coordinated stakeholders to develop long-term implementation strategies for the Space Launch System (Artemis vehicle); (Large. $4B); Role: Kennedy Space Center Lead Manager

c.
(1) TITLE AND LOCATION (CITY AND STATE): **COMMERCIAL CREW PROGRAM STRATEGIC TRANSFORMATION, KSC, FLORIDA**
(2) PROFESSIONAL SERVICES: 2023 | CONSTRUCTION (IF APPLICABLE): NA
(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — ☐ check if project performed with current firm
Directed strategic planning, budgeting, organizational improvements, and stakeholder coordination for NASA's Commercial Crew Program. Implemented initiatives that improved efficiency while reducing program costs by more than $20 million. Role: Safety and Mission Assurance Program Manager

d.
(1) TITLE AND LOCATION (CITY AND STATE): **ENVIRONMENTAL LIABILITY & CAPITAL PLANNING, KSC FLORIDA**
(2) PROFESSIONAL SERVICES: 2010 | CONSTRUCTION (IF APPLICABLE): NA
(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — ☐ check if project performed with current firm
Developed long-range funding strategies, lifecycle cost estimates, and budget forecasts supporting NASA's environmental liability program and executive decision-making. (Large. $10M) Role: Project Manager/Strategic Planning Lead

e.
(1) TITLE AND LOCATION (CITY AND STATE): **NASA ENTERPRISE LOGISTICS SUPPORT SERVICES, TITUSVILLE, FL**
(2) PROFESSIONAL SERVICES: Ongoing | CONSTRUCTION (IF APPLICABLE): NA
(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — ☒ check if project performed with current firm
Leading Tetra Tech's pursuit of NASA's $1.4 billion Enterprise Logistics Services Support (NELSS) BPA, coordinating a multidisciplinary team to develop the management approach, technical strategy, organizational structure, public engagement approach, and implementation framework. Responsible for project planning, partner integration, schedule management, proposal development, and executive coordination across multiple technical disciplines and subcontractors. (Large. $1.4B) Role: Capture Manager

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(COMPLETE ONE SECTION E FOR EACH KEY PERSON.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Tim Ziegler, PE	Project Manager/Technical Lead	30	3

15. FIRM NAME AND LOCATION (CITY AND STATE)

Tetra Tech (Cocoa, Florida)

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
BS, Civil Engineering, 1996	Professional Engineer #58826 (Florida, Civil) Professional Engineer #45509 (SC, Civil)

18. OTHER PROFESSIONAL QUALIFICATIONS (*Publications, Organizations, Training, Awards, etc.*)

Florida Stormwater, Erosion, and Sedimentation Control Inspector FSESCI, UF/IFAS Extension Water School

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
JOHN DEERE ORLANDO TRAINING CENTER IMPROVEMENTS (ORLANDO, FL)	2025	2026

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — ☒ check if project performed with current firm

Site planning, design, permitting, and construction administration for improvements to the John Deere Orlando Training Center. This design-build project included stormwater design, parking, septic and utility modifications associated with the training center expansion. Medium. $173,750. Senior Engineer.

b.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
CLAY HILL INDUSTRIAL FACILITY (CLAY COUNTY, FL)	2023 – Ongoing	Ongoing

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — ☒ check if project performed with current firm

Stormwater and site design, permitting, and construction administration for a +/- 90-acre, $270 million, Industrial Facility located within Clay County, FL. The project consists of three separate plants totaling approximately 750,000 sq-ft of Industrial buildings and associated infrastructure. This project required close coordination with Tetra Tech's Environmental Wetlands team, Cooper Architecture, RVI Planning and Design, IKO, SJRWMD, and Clay County. Medium. $700,000. Senior Engineer.

c.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
TMT WEST JAXPORT INDUSTRIAL FACILITY (JACKSONVILLE, FL)	2024	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — ☒ check if project performed with current firm

Stormwater, site design, and permitting for a 23-acre Industrial Facility owned by the Jacksonville Port Authority. Designed three stormwater ponds totaling 500,000 cubic feet of storage, and associated site infrastructure for a 150,000 sq ft warehouse. Medium. $323,000. Senior Engineer.

d.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
THE PACKING DISTRICT (ORLANDO, FL)	2023	Constructed

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — ☐ check if project performed with current firm

Stormwater, site design, and permitting for a joint project with City of Orlando and Dr. Phillips Charities involving 160 acres in downtown Orlando. Designed and modeled master stormwater pond for a city park featuring recreational trails through upland, wetland, and waterfront areas connecting pedestrian traffic to the park and apartments. ENR 2019 Best Small Project. Florida Stormwater Association Excellence Award for Outstanding Commitment to Stormwater Management Practices. Large. $700 million. Senior Engineer.

e.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
VICTORY POINTE MASTER STORMWATER (CLERMONT, FL)	2018	Constructed

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — ☐ check if project performed with current firm

Stormwater modeling, layout, and design for a city park featuring an innovative natural marsh biological filtration system, nutrient removal filter, and master stormwater pond treating 68 acres in downtown Clermont, incorporating sections of the Minneola Trail and Clermont's Historic Village into the treatment stream. American Society of Landscape Architects 2019 Award of Honor – ENR 2019 Best Small Project – 2019 Florida Stormwater Association Excellence Award. Large. $10.4 million. Senior Engineer.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(COMPLETE ONE SECTION E FOR EACH KEY PERSON.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE A. TOTAL	B. WITH CURRENT FIRM
David Giddens, PG	Environmental and Remediation Lead	35	15

15. FIRM NAME AND LOCATION (CITY AND STATE)
Tetra Tech (Orlando, Florida)

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
BS (Geology)	Professional Geologist (Florida #1654)

18. OTHER PROFESSIONAL QUALIFICATIONS (*Publications, Organizations, Training, Awards, etc.*)
OSHA 40-Hour HAZWOPER Training and Annual Refreshers, OSHA 30-Hour Construction Safety Training

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (CITY AND STATE)
FORMER SAM SNEEDS GOLF COURSE PHASE I & II ESA, UST CLOSURE, ASBESTOS ABATEMENT, WASTE PROFILING/DISPOSAL, REMEDIATION PLAN, SOIL REMOVAL & IMPOUNDMENT CELL CONSTRUCTION (COCOA, FL)

(2) YEAR COMPLETED PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
2021	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Project Manager. Conducted Phase I/II ESA's, soil and groundwater testing, UST removal and closure, asbestos survey and abatement, special waste assessment, removal, profiling, and disposal; design of on-site waste containment cell, excavation of 8,000 cubic yards of arsenic impacted soil, construction of containment cell, pre site development clearance testing, and associated reporting. Medium Project: $318,470

b.

(1) TITLE AND LOCATION (CITY AND STATE)
PREMIER CITRUS DUE DILIGENCE, ESA, AND CONCEPTUAL DESIGN (VERO BEACH, FL)

(2) YEAR COMPLETED PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
2023	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Project Manager. Due diligence for the purchase of the former Premier Citrus Property adjacent to the West Regional Wastewater Treatment Facility in Vero Beach, Florida. Provided Phase I and II ESA, preliminary design and cost estimate for a facility to store reclaimed water, and the permitting path for the proposed facility. Removed two registered ASTs and one waste oil tank. Assessment of soil impacts at the site following tank removal with no further action required from FDEP. Arsenic exceeding Soil Cleanup Target Levels was identified in Phase II, and Tetra Tech delineated the arsenic. Assisted County with addressing issues with supply wells, including closing out a public potable supply well permit, repairing an artesian well, and designing a percolation pond for discharge of treated wastewater on the Site. Medium Project: $162,989

c.

(1) TITLE AND LOCATION (CITY AND STATE)
INVESTIGATION, REMEDIATION, AND STRATEGIC CONSULTING AT CABOT/KOPPERS SUPERFUND SITE (GAINESVILLE, FL)

(2) YEAR COMPLETED PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
Ongoing	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Project Manager. Oversight of DNAPL recovery wells and monitor wells, and exploratory borings for assessment of DNAPL impacted areas. Provided oversight of general contractors responsible for removal of trees, fences, and excavation of DNAPL impacted soil, restoration of clean soil, and restoration of properties (fencing, landscaping, etc.) in neighborhood surrounding former wood treating facility. Large Project: $6.5 M

d.

(1) TITLE AND LOCATION (CITY AND STATE)
FORMER SPELLMAN ENGINEERING SITE (ORLANDO, FL)

(2) YEAR COMPLETED PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
2022	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Program Manager. Site assessment and revision of conceptual site model, construction and O&M of interim groundwater recovery and treatment system, demolition and recycling/disposal of relic molasses injection system components, site restoration actions to address physical property impacts, groundwater sampling and annual reporting, forensic analysis of nearby facilities to identify contributors to site contaminants, and abandonment of former injection, extraction and monitoring wells. Medium Project: $625,465

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(COMPLETE ONE SECTION E FOR EACH KEY PERSON.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Erik Genga	Lead Planner	27	11

15. FIRM NAME AND LOCATION (CITY AND STATE)

Tetra Tech (Harrisburg, Pennsylvania)

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Bachelor of Science, Regional Planning	American Planning Association Member

18. OTHER PROFESSIONAL QUALIFICATIONS (*Publications, Organizations, Training, Awards, etc.*)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
COMPREHENSIVE PLANNING AND TECHNICAL SERVICES FOR DISASTER RECOVERY AND COMMUNITY DEVELOPMENT PROGRAMS (LEXINGTON COUNTY, SC)	Ongoing	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Comprehensive services for the County's federally funded CDBG-DR/MIT and entitlement programs. Program support including consolidated and action plan development, public engagement/outreach, project identification and vetting, funding analysis, compliance oversight, and planning support. Supported the County's disaster recovery and mitigation efforts.

b.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
HYANNIS HARBOR MUNICIPAL VULNERABILITY PREPAREDNESS RESILIENCE PLAN (BARNSTABLE, MA)	2025	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Developed Municipal Vulnerability Preparedness Resilience Plan for the Hyannis Harbor port waterfront. Led economic analysis and preparation of initial economic development recommendations for inclusion in the plan.

c.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) TECHNICAL SERVICES (MONROE COUNTY, FL)	2024	2024

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Technical support program implementation guidance on the County's HUD funded disaster recovery (CDBG-DR) program. Development of comprehensive guidelines and support documentation for the implementation of community recovery programs including residential buyout and relocation as well as public infrastructure and facility recovery projects. Primary HUD consultant regarding the County's CDBG-DR program.

d.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
REGIONAL STRATEGIC PLAN & REDEVELOPMENT FEASIBILITY STUDY (WATKINS GLEN, NY)	2020	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Development of a regional strategic plan for two villages in upstate New York, and a reuse feasibility study to redevelop a former wastewater treatment plant into mixed use development. Work involved general planning support and zoning ordinance review and recommendations to promote redevelopment in Watkins Glen.

e.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
SUBARU PARK REGIONAL ANALYSIS AND REDEVELOPMENT PLAN (CHESTER, PA)	2010	2010

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☐ check if project performed with current firm

Supported the City of Chester in the development of the Philadelphia Union soccer stadium in a predominantly abandoned, former industrial waterfront region of the City. Conducted blight analyses for target regions along the waterfront to establish blight certified areas qualifying those regions for federal redevelopment funds. Developed a targeted redevelopment plan and a funding strategy for the stadium development.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(COMPLETE ONE SECTION E FOR EACH KEY PERSON.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Erika Hughes	Director of Planning	21	1

15. FIRM NAME AND LOCATION (CITY AND STATE)
RVi Planning + Landscape Architecture (Orlando, Florida)

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
B.S., Legal Studies, University of Central Florida	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS (*Publications, Organizations, Training, Awards, etc.*)
Erika is a seasoned professional with 20 years of experience leading entitlement, permitting and land use planning efforts across Florida. As Director of Planning at RVi, she oversees complex planning initiatives, guiding clients through due diligence, land use analysis, development strategy and regulatory approvals. Erika's background includes expert witness research and deep knowledge of the Florida entitlement process. Her ability to navigate agency coordination and provide strategic solutions makes her a trusted partner on both public and private sector projects throughout the state.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
CITY OF COCOA GENERAL PLANNING SERVICES/STAFF AUGMENTATION (COCOA, FL)	4/2023 - Present	N/A

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☐ check if project performed with current firm

As Project Manager/Point of Contact, for a variety of planning services for the City of Cocoa. Heading into the third year of contracting services, RVi reviews the majority of planning and zoning applications, prepares staff reports, meets with the City and Applicants to coordinate on project issues, and presents the cases at hearings. The role has expanded to include LDC and Comprehensive Plan updates relating to specific urban corridors and transit-oriented development.

b.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
CITY OF OCALA 2035 VISION PLAN (OCALA, FL)	2010	N/A

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

The Ocala 2035 Vision Plan is a long-range, community driven framework developed through a robust public engagement process including leadership group meetings, focus groups, workshops, and a citywide design conference. The plan establishes a shared vision built around three core design topics: Urban Form & Open Space, Building & Site Design, and Mobility & Connectivity. It addresses key issues such as improving mobility options, creating vibrant mixed-use centers, enhancing gateways, revitalizing corridors, and preserving the city's historic character. As a Senior Planner, Erika facilitated public workshops, focus groups and a citywide design conference to capture community priorities. Conducted existing conditions analysis, prepared maps and graphics, and drafted plan content and implementation strategies adopted into the City's Comprehensive Plan.

c.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
WELLNESS WAY (CLERMONT, FL)	2019	Ongoing

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Applicant and project manager leading the entitlement effort for an 1,850-unit planned development on approximately 743 acres in Clermont, Florida. Directed the entitlement of residential neighborhoods, community clubhouse amenities, open space, ponds, and wetlands, anchored by a 10+ acre amenity center sited in the heart of the community. Coordinated planning, landscape architecture, and engineering input to support the approvals process and shape a live-work-play community vision.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(COMPLETE ONE SECTION E FOR EACH KEY PERSON.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Matthew Shelton	Community Engagement & Outreach	25	15

15. FIRM NAME AND LOCATION (CITY AND STATE)
Tetra Tech (Cocoa, Florida)

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
BS, Environmental Health	FDEP Qualified Stormwater Management Inspector #48991

18. OTHER PROFESSIONAL QUALIFICATIONS (*Publications, Organizations, Training, Awards, etc.*)
OSHA 40-Hour HAZWOPER Training, 8-Hour Annual Refresher Training; OSHA Site Supervisor Training, 30-Hour Construction OSHA Training; Fall Prevention and Protection Competent Person Training.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
PREMIER CITRUS PROPERTY DUE DILIGENCE, SITE ASSESSMENT, AND CONCEPTUAL DESIGN (VERO BEACH, FL)	2023	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Project Manager. Due diligence for the purchase of the former Premier Citrus Property adjacent to the West Regional Wastewater Treatment Facility. Led the technical teams to provide a full Phase 1 and limited Phase 2 Environmental Site Assessment and a preliminary design and cost estimate for a facility to store reclaimed water. Determined the required permitting path for the proposed facility and identify potential issues and limiting factors for the permitting effort. Removed two registered above ground storage tanks, and one waste oil tank. Site assessment of soil impacts at the site following tank removal. FDEP approved the site assessment and tank removal with no further action. Arsenic in exceedance of Soil Cleanup Target Levels (SCTLs) was identified and delineated in Phase II. Assisted the County with losing out a public potable supply well permit, and repairing an artesian well on the site. Designed a percolation pond for discharge of treated wastewater on the Site. Medium. Cost: $162,989.

b.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
STORMWATER MASTER PLANNING FOR ST. LUCIE COUNTY (ST. LUCIE COUNTY, FL)	Ongoing	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Technical and Outreach Support. Provided technical support for the countywide Stormwater Master Plan, including reviewing existing data, stakeholder outreach, preparation of development options, and review of the County's Comprehensive Plan and Code of Ordinances. Recommended revisions to support stormwater management, resiliency goals, and redevelopment-friendly stormwater practices. Assisted with public engagement effort that included in-person workshops, webinars, website and social media content, fact sheets, FAQs, artist renderings, and online surveys. Large. $2.29 Million.

c.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
SOUTH CENTRAL REGIONAL WASTEWATER TREATMENT PLANT ASSESSMENT AND DESIGN, BREVARD COUNTY UTILITIES DEPARTMENT (BREVARD COUNTY, FL)	2021	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Project Manager. Provided the response to the Florida DEP Consent Order for water quality exceedances. Investigated treatment wetlands sediments for the presence of muck and sampled effluent and monitoring wells for nutrients and feal coliforms. Performed fecal coliform source tracing to identify the source of the fecal coliforms. Monitoring well exceedances were the result of birds and required no modification to the plant operations. Exceedances for nitrogen and phosphorus were linked to vegetation management and minor muck presence throughout the wetland. Tetra Tech is currently working with Brevard County to complete an assessment of all four wetland cells and prepare bid specifications for muck removal, vegetation removal, and wetlands restoration in accordance with the Consent Order requirements. Medium. Cost: $105,879.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(COMPLETE ONE SECTION E FOR EACH KEY PERSON.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Gina Behnfeldt	Planning Economic Analyst	34	12

15. FIRM NAME AND LOCATION (CITY AND STATE)

Tetra Tech (Glen Mills, Pennsylvania)

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Master of Public Administration, Quantitative Analysis	NA

18. OTHER PROFESSIONAL QUALIFICATIONS (*Publications, Organizations, Training, Awards, etc.*)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
PROGRAM IMPLEMENTATION (DOVER, DE)	2023	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Project manager leading compliance, comprehensive grant administration, and program management services for $35 million allocation of federal American Rescue Plan Act funding to Kent County, Delaware. Creation and implementation of Nonprofit Program for At-Risk Population Service Providers.

b.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
REGIONAL STRATEGIC PLAN AND REDEVELOPMENT FEASIBILITY STUDY (WATKINS GLEN, NY)	2020	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Led development of a regional strategic plan for two villages in upstate New York, and a reuse feasibility study to redevelop a former wastewater treatment plant into mixed use development. Work involved extensive community and stakeholder engagement, retail gap analysis, zoning ordinance review and recommendations, construction cost estimates, project profiles, and a funding matrix identifying viable public resources for the redevelopment project.

c.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (TALLAHASSEE, FL)	2019	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Subject matter expert and team member composing Rebuild Florida business assistance and job training programs employing Community Development Block Grant-Disaster Recovery funding. Work included program parameters, eligibility, approval process flows, and supporting policy and procedures development.

d.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
RIVERFRONT PARK (NEWARK, NJ)	2018	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☐ check if project performed with current firm

Owner's representative and project manager of 12-acre Riverfront Park expansion to develop a linear park along the Passaic River adjacent to downtown Newark, NJ. Specific tasks included securing $21 million in funding; supporting site control; predevelopment management including surveying, utility location, geotechnical, and environmental due diligence; public engagement; procurement of landscape architect and construction manager; management of complex regulatory approvals; and budget management.

e.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
ECONOMIC DEVELOPMENT ACTION PLAN (BELVIDERE, NJ)	2017	

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☐ check if project performed with current firm

Project manager leading creation of Economic Development Action Plan including implementation plan prioritization; best practices and model zoning ordinances; developer attraction; development process review audit; process flow for handling development inquiries, opportunity inquiry form, and inquiry tracker; development sites inventory including commercial properties, contaminated sites, geographic information system site maps, and property information forms.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(COMPLETE ONE SECTION E FOR EACH KEY PERSON.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Jaime McClung, PE	QA/QC Lead	13	3

15. FIRM NAME AND LOCATION (CITY AND STATE)

Tetra Tech (Cocoa, Florida)

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
MS (Civil Engineering/Transportation) BS (Civil Engineering/Business Minor)	Professional Engineer (Florida #63088, Civil)

18. OTHER PROFESSIONAL QUALIFICATIONS (*Publications, Organizations, Training, Awards, etc.*)

NA

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
JOHN DEERE ORLANDO TRAINING CENTER IMPROVEMENTS (ORLANDO, FL)	2025	2026

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Project Manager. Provided site design, permitting, and construction administration for improvements to the John Deere Orlando Training Center. This design-build project included removal of an existing modular office building, design of a new training and office building, and associated stormwater, parking, septic and utility modifications. This project required close coordination with Orange County, Florida Department of Health, the project contractor, building architect, and landscape architect. Medium. $173,750.

b.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
CONSTRUCTION AND INDUSTRIAL STORMWATER POLLUTION PREVENTION PLANS (SWPPP) (CAPE CANAVERAL AND MERRITT ISLAND, FL)	2026	NA

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

QA/QC Lead. Provided QA/QC for multiple Construction Generic Permit and Industrial MSGP SWPPP documents for private space companies. Managed document development, QC, client review cycles, and final delivery turnkey SWPPP packages including site narratives, maps, pollutant inventories, BMP selection, inspection/monitoring programs, spill response procedures, and training guidance tailored to MSGP/FDEP requirements to ensure permit compliance and project closeout. Small. $64,500.

c.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
USCG AIR STATION BARBERS POINT EXPANSION (OAHU, HI)	2024	2024

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

QA/QC and Project Engineer. QA/QC of Environmental Protection Plan (EPP) and Stormwater Pollution Prevention Plan (SWPPP) documents. Provided site design, permitting, construction documents, and construction administration services for the renovation and expansion of an existing US Coast Guard Facility located in Hawaii. This project required permitting through the State of Hawaii Department of Health (DOH) and National Pollutant Discharge Elimination System (NPDES), and coordination with the DOH Safe Drinking Water Branch Underground Injection Control (UIC) Program. Coordinated injection well step testing to permit a well discovered during construction activities. Medium. $278,000.

d.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
CLAY HILL INDUSTRIAL FACILITY (CLAY COUNTY, FL)	Ongoing	Ongoing

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE ☒ check if project performed with current firm

Project Manager. Site design, permitting, and construction administration for a 90-acre roofing materials manufacturing plant. The project includes multiple buildings totaling approximately 750,000 square feet, an access/perimeter road, and associated infrastructure. This project required close coordination with Clay County for a Major Development Review and Construction document approval, and complex permitting solutions with FDEP, USACE, and CSX. Medium. $700,000.

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(PRESENT AS MANY PROJECTS AS REQUESTED BY THE AGENCY, OR 10 PROJECTS, IF NOT SPECIFIED. COMPLETE ONE SECTION F FOR EACH PROJECT.)

20. EXAMPLE PROJECT KEY NUMBER: 1

21. TITLE AND LOCATION (CITY AND STATE)

INVESTIGATION, REMEDIATION AND STRATEGIC CONSULTING AT CABOT-KOPPERS SUPERFUND SITE (GAINESVILLE, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
Ongoing	NA

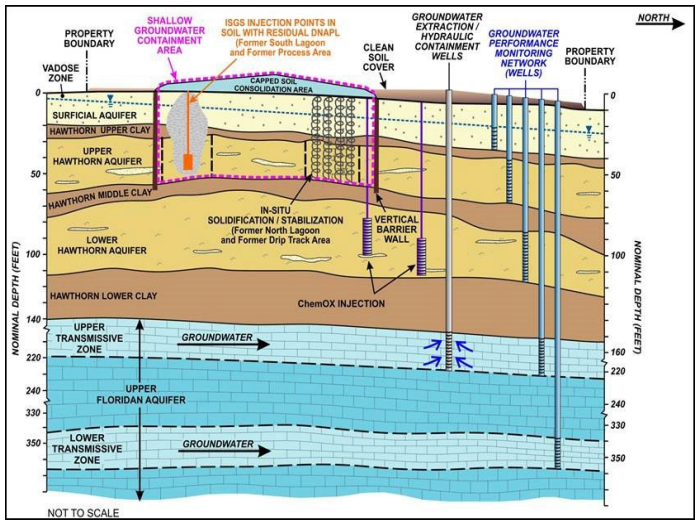
23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
Beazer East, Inc./ Three Rivers Management, Inc.	Michael Slenska, PE	(412) 901-3461

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (INCLUDE SCOPE, SIZE, AND COST) EDUCATION

PROJECT DESCRIPTION

Scope: Remediation, Community Outreach
Size: Large Cost: $6.5 Million



For future development planning Tetra Tech completed Remedial Investigation and Feasibility Study activities in accordance with CERCLA and is supporting Remedial Design and Remedial Action at the 90-acre Cabot/Koppers Superfund Site in Gainesville, Florida. The project involves complex soil and groundwater impacts associated with historic wood-treatment operations, including creosote DNAPL, dissolved-phase PAHs, pentachlorophenol, arsenic, and dioxin. Tetra Tech developed an updated Conceptual Site Model using detailed field characterization, installed a site-wide multi-port monitoring well network to evaluate complex geology and vertical hydraulic gradients, and prepared groundwater flow and transport modeling and 3-D plume visualization tools to support remedy selection and design.

Tetra Tech facilitated cooperation among EPA, FDEP, the PRP, and local stakeholders through an open community involvement process that included workshops, site tours, and coordination with officials and community members. Based on the investigation and feasibility study, Tetra Tech supported a comprehensive and cost-effective remedy that includes in-situ geochemical stabilization, subsurface cutoff wall installation, stormwater improvements, capping, and off-site soil replacement at 100 residential parcels.

Contract Relevance

- *Site Investigations*
- *Facilitated a consensus-building open community involvement process with local stakeholders and community members*
- *Designed Conceptual Site Model*
- *Feasibility study, including remediation and stormwater improvements*

Tetra Tech is providing engineering, construction oversight, and management of the selected remedy, which reflects the firm's ability to integrate technical analysis, public involvement, and long-term remediation strategy on a highly complex site.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (CITY AND STATE)	(3) ROLE
a.	Tetra Tech Inc.	Orlando, FL	Prime Contractor

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(PRESENT AS MANY PROJECTS AS REQUESTED BY THE AGENCY, OR 10 PROJECTS, IF NOT SPECIFIED. COMPLETE ONE SECTION F FOR EACH PROJECT.)

20. EXAMPLE PROJECT KEY NUMBER: **2**

21. TITLE AND LOCATION (CITY AND STATE)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
STORMWATER MASTER PLANNING FOR ST. LUCIE COUNTY (ST. LUCIE COUNTY, FL)	Ongoing	NA

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
St. Lucie County Public Works Department	Dan Zrallack, PE	(772) 462-1667

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (INCLUDE SCOPE, SIZE, AND COST) EDUCATION

PROJECT DESCRIPTION

Scope: Stormwater Planning, Community Outreach
Size: Large Cost: $2.29 Million

As stormwater master planners, Tetra Tech was selected by St. Lucie County to update a countywide Stormwater Master Plan that was more than 30 years old and no longer reflected current development patterns, regional water management facilities, or evolving stormwater and resiliency needs. Tetra Tech gathered, organized, and cleaned existing data, developed a geodatabase from GIS layers and digitized information, and interviewed key stakeholders including County Commissioners, both cities, water control districts, and homeowners' associations to incorporate local knowledge and identify current and future stormwater management concerns.

Using this information, Tetra Tech divided the County into smaller basins and selected five priority basins for detailed analysis. For each basin, Tetra Tech developed ICPR models to evaluate existing stormwater infrastructure and future conditions associated with flooding, water quality, climate change, sea level rise, planned water management projects, and anticipated land use changes. Tetra Tech then identified and evaluated cost-effective capital improvement projects, including traditional stormwater, green infrastructure, and low-impact development options, and prepared conceptual exhibits, preliminary opinions of probable construction cost, and benefit-cost analyses for selected projects. In parallel, Tetra Tech reviewed the County's Comprehensive Plan and Code of Ordinances and recommended revisions to support stormwater management, resiliency goals, and redevelopment-friendly stormwater practices. Tetra Tech also led an extensive public engagement effort that included in-person workshops, webinars, website and social media content, fact sheets, FAQs, artist renderings, and online surveys. The resulting Stormwater Master Plan will provide prioritized projects and funding recommendations to help the County implement long-term stormwater and resiliency improvements.

Contract Relevance

- *Stormwater Master Plan Development*
- *Resiliency Planning*
- *Data Collection and Analysis*
- *ICPR Modeling*
- *Flood Control and Water Quality Project Development*
- *Stakeholder Outreach and Coordination*

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (CITY AND STATE)	(3) ROLE
a. Tetra Tech Inc.	Cocoa, FL	Prime Contractor

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(PRESENT AS MANY PROJECTS AS REQUESTED BY THE AGENCY, OR 10 PROJECTS, IF NOT SPECIFIED. COMPLETE ONE SECTION F FOR EACH PROJECT.)

20. EXAMPLE PROJECT KEY NUMBER: 3

21. TITLE AND LOCATION (CITY AND STATE)

JOHN DEERE ORLANDO TRAINING CENTER ENGINEERING SERVICES

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
2025	2026

23. PROJECT OWNER'S INFORMATION

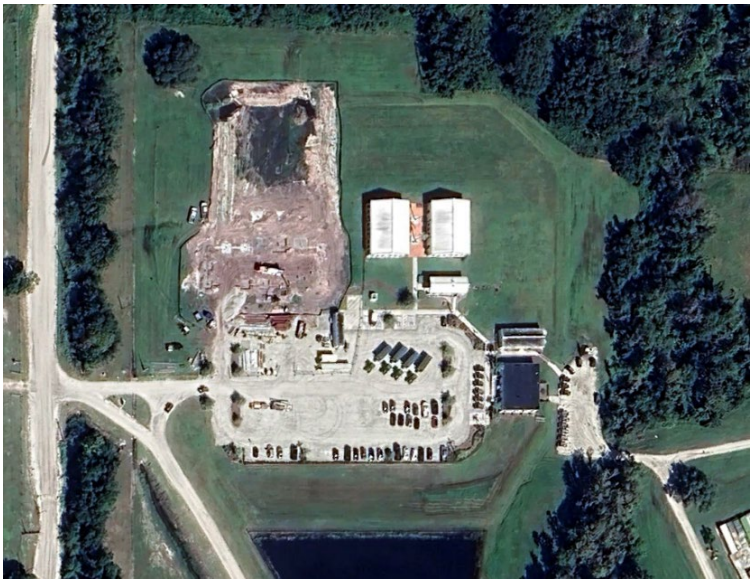
A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
Russell Construction	Tyler Shatek	(563) 459-4600

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (INCLUDE SCOPE, SIZE, AND COST) EDUCATION

PROJECT DESCRIPTION

Scope: Civil Site Redevelopment, Stormwater
Planning Size: Medium Cost: $173,750

Tetra Tech provided site planning, design, and civil engineering services for the John Deere Orlando Training Center to support the development of a new training building, covered pavilion, concrete pads around the lake, graded gravel storage area, and associated site infrastructure improvements. The project scope included concept planning, site layout, stormwater design, utility connection planning, grading, and permitting to support entitlements for the proposed improvements.



Tetra Tech developed concept plans, design development plans, and construction documents that addressed parking revisions, stormwater inlets and swales, utility layouts, preliminary grading, SWPPP requirements, and coordination of finish floor elevations with the project team.

Contract Relevance

- *Civil Site Redevelopment*
- *Conceptual Plans, Construction Documents, and Cost Estimate*
- *Geotechnical Exploration*
- *Permitting Support*
- *Construction Administration*

In addition to site design, Tetra Tech completed geotechnical site exploration and prepared an engineer's opinion of probable cost to support project planning and decision-making. The team also advanced permitting efforts, including Orange County site engineering permitting, SJRWMD permit modification, FDEP domestic water permit modification, and FDOH wastewater/septic permit coordination. Tetra Tech provided construction administration services throughout the construction phase, including shop drawing review and approval, response to RFIs, coordination with site contractors, and review of as-built drawings.

This project demonstrates Tetra Tech's ability to integrate planning-level site engineering, stormwater and utility design, and permitting support into a coordinated redevelopment effort for an active site.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (CITY AND STATE)	(3) ROLE
a.	Tetra Tech Inc.	Orlando, Florida	Prime Contractor

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(PRESENT AS MANY PROJECTS AS REQUESTED BY THE AGENCY, OR 10 PROJECTS, IF NOT SPECIFIED. COMPLETE ONE SECTION F FOR EACH PROJECT.)

20. EXAMPLE PROJECT KEY NUMBER: **4**

21. TITLE AND LOCATION (CITY AND STATE)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
FORMER SAM SNEEDS GOLF COURSE UST CLOSURE, ASBESTOS ABATEMENT, WASTE PROFILING/DISPOSAL, REMEDIATION PLAN, IMPACTED SOIL REMOVAL, AND IMPOUNDMENT CELL CONSTRUCTION (COCOA, FL)	2021	2021

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
DR Horton, Inc.	Ed Perez	(813) 390-8200

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (INCLUDE SCOPE, SIZE, AND COST) EDUCATION

PROJECT DESCRIPTION

Scope: Open Space Reuse, Assessment, Remediation Size: Medium Cost: $318,000

In support of site reuse planning, Tetra Tech completed environmental due diligence studies for the former Sam Snead's Golf Course that identified arsenic-impacted soil at residential-use concentrations, an unregistered 500-gallon petroleum underground storage tank, asbestos-containing materials, and other special wastes. Based on these findings, Tetra Tech prepared and implemented a remediation action work plan and site-specific health and safety plan to address the identified conditions through UST closure, tank cleaning and disposal, asbestos survey and abatement, waste profiling and disposal, and impacted soil removal. The planning and specification package was developed up front to reduce downtime during construction, avoid costly change orders, and support a safe, efficient field implementation.

The project is a strong example of open space reuse and redevelopment planning because it transformed a former golf course site with environmental constraints into a safer and more viable parcel for productive long-term use. Tetra Tech designed and constructed an on-site containment structure to permanently store arsenic-impacted soil removed from former putting green areas. The repository also served as a visual and sound barrier along the site's railroad boundary, creating a cost-effective solution that saved the client over $1 million compared to off-site disposal. Approximately 8,000 cubic yards of impacted soil were relocated to the repository, and confirmation sampling verified that residual arsenic concentrations were below residential direct exposure limits. The project was completed in accordance with FDEP voluntary cleanup guidance, with more than 600 manhours performed without injuries or lost-time incidents, demonstrating Tetra Tech's ability to combine planning, remediation, constructability, and safe redevelopment support into a successful land reuse effort.

Contract Relevance

- *Golf Course/Open Space Reuse*
- *Phase I/II ESA*
- *Soil and Groundwater Assessment*
- *Remediation Action Work Plan*
- *Asbestos and Special Waste Abatement*
- *UST Removal and Closure*
- *On-site impoundment construction, saving client over $1M*

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (CITY AND STATE)	(3) ROLE
a.	Tetra Tech Inc.	Orlando, FL	Prime Contractor

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(PRESENT AS MANY PROJECTS AS REQUESTED BY THE AGENCY, OR 10 PROJECTS, IF NOT SPECIFIED. COMPLETE ONE SECTION F FOR EACH PROJECT.)

20. EXAMPLE PROJECT KEY NUMBER: **5**

21. TITLE AND LOCATION (CITY AND STATE)

PREMIER CITRUS DUE DILIGENCE, SITE ASSESSMENT, AND CONCEPTUAL DESIGN (VERO BEACH, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
2023	NA

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
Indian River County Department of Utilities	Eric Charest	(772) 226-1569

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (INCLUDE SCOPE, SIZE, AND COST) EDUCATION

PROJECT DESCRIPTION

Scope: Land Reuse, Assessment, Remediation
Size: Medium
Cost: $163,000

Tetra Tech worked with the Indian River County Department of Utility Services to evaluate and redevelop a 243-acre former agricultural property adjacent to the West Regional Wastewater Treatment Plant. The project began as a due diligence effort tied to the County's purchase of the property and included a Phase I and limited Phase II Environmental Site Assessment, conceptual design for a reclaimed water storage reservoir, and evaluation of future permitting requirements. Tetra Tech anticipated likely environmental and permitting issues during proposal development and included a limited Phase II scope up front, allowing the team to move immediately into field work without additional procurement delays.

The project represented a significant land reuse effort, converting a large former agricultural property into a public utility water storage and infrastructure site. The Phase I ESA identified aboveground and underground storage tanks along with historical pesticide and herbicide use. Sampling confirmed petroleum and arsenic impacts above Florida Cleanup Target Levels, and Tetra Tech coordinated geotechnical borings, water balance analysis, and conceptual reservoir design sized to receive 4 million gallons per day from the adjacent wastewater treatment plant. Tetra Tech also evaluated permitting requirements, estimated total project costs including design, permitting, construction, assessment, and remediation, and supported removal of aboveground storage tanks, compliance and consumptive use permitting, and repair/disconnection of an artesian well in preparation for demolition.

This project demonstrates Tetra Tech's ability to combine due diligence, conceptual design, permitting review, and environmental assessment into a practical and implementable land reuse strategy.

Contract Relevance

- *Due diligence, including conceptual design, permitting evaluation, and environmental site assessment*
- *Conceptual reclaimed water storage reservoir design*
- *Estimated total cost to construct*
- *AST removal and Site Assessment*

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (CITY AND STATE)	(3) ROLE
a.	Tetra Tech Inc.	Orlando, FL	Prime Contractor

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(PRESENT AS MANY PROJECTS AS REQUESTED BY THE AGENCY, OR 10 PROJECTS, IF NOT SPECIFIED. COMPLETE ONE SECTION F FOR EACH PROJECT.)

20. EXAMPLE PROJECT KEY NUMBER: **6**

21. TITLE AND LOCATION (CITY AND STATE)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
REGIONAL STRATEGIC PLAN AND REDEVELOPMENT FEASIBILITY STUDY (WATKINS GLEN, NY)	2020	NA

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
Schuyler County Partnership for Economic Development	Judy Cherry	(607) 535-6861

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (INCLUDE SCOPE, SIZE, AND COST) EDUCATION

PROJECT DESCRIPTION

Scope: Planning, Community Outreach, Economic Analysis
Size: Medium
Cost: $184,000

Tetra Tech led a team of engineers and architects, planners, economic analysts, and environmental engineers to develop a Regional Strategic Plan for the villages of Watkins Glen and Montour Falls, and a reuse feasibility study to redevelop the former WWTP in Watkins Glen, Schuyler County, NY.

This engagement involved extensive community input gathered through public meetings, stakeholder interviews, and an on-line survey which offered respondents the ability to identify specific sites on a map and provide comment. The project also included a retail gap analysis to inform recommendations for future growth. This input led to development of a body of recommendations to improve the two communities' cohesion as a region, with Watkins Glen serving as a more active tourist destination and Montour Falls as a quieter respite for health and wellness.

The plan included specific project recommendations, cost estimates, and project profiles, and a funding matrix identifying viable sources for the redevelopment project, and potential tenants. The project also involved a review of zoning ordinances with recommendations to incorporate elements of form-based zoning to support redevelopment. The WWTP Reuse Feasibility Study offered visualization of future commercial redevelopment, preliminary environmental investigation, and a developer Request for Expressions of Interest (REOI) to be used by SCOPED to solicit developer interest.

Contract Relevance

- *Community & Stakeholder Engagement*
- *Strategic Planning*
- *Redevelopment*
- *Scenario Development*
- *Feasibility Analysis*
- *Economic Analysis*
- *Zoning Ordinance Analysis*

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (CITY AND STATE)	(3) ROLE
a. Tetra Tech Inc.	Ithaca, NY	Prime Contractor

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL *(From Section E, Block 12)*	27. ROLE IN THIS CONTRACT *(From Section E, Block 13)*	28. EXAMPLE PROJECTS LICTED IN SECTION F *(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)*									
		1	2	3	4	5	6	7	8	9	10
Tim Ziegler, PE	Project Manager			☒							
Dave Giddens, PG	Environmental and Remediation Lead	☒			☒	☒					
Erik Genga	Lead Planner						☒				
Gina Behnfeldt, MPA	Planning Economic Analyst						☒				
Matt Shelton	Community Engagement & Outreach		☒			☒					
Jaime McClung, PE	QA/QC Lead			☒							

23. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*	NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*
1	Investigation, Remediation, and Strategic Consulting and Future Dev. Planning at Cabot/ Koppers Superfund Site (Gainesville, FL)	6	Regional Strategic Plan and Redevelopment Feasibility Study (Watkins Glen, NY)
2	Stormwater Master Plan for St. Lucie County (St. Lucie County, FL)	7	
3	John Deere Orlando Training Center Engineering Services (Orlando, FL)	8	
4	Former Sam Sneeds Golf Course UST Closure, Asbestos Abatement, Waste Profiling/Disposal, Remediation Plan, Impacted Soil Removal, and Impoundment Cell Construction (Cocoa, FL)	9	
5	Premier Citrus Due Diligence, Site Assessment, and Conceptual Design (Vero Beach, FL)	10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY, ATTACH ADDITIONAL SHEETS AS NEEDED.

THE TETRA TECH ADVANTAGE

Tetra Tech, Inc. is registered in Florida and authorized to do business in the state. The project will be performed primarily by staff from Tetra Tech's Cocoa and Orlando offices, supported by licensed professionals with Florida PE and PG credentials. Tetra Tech's proposed team includes a local Titusville-based Program Manager, which supports efficient coordination and communication with the City and stakeholders.

Tetra Tech brings integrated planning, engineering, environmental, public engagement, and quality assurance experience to support the City's goals. The team has extensive experience managing schedules, budgets, and complex public-sector assignments involving stakeholder coordination, technical analysis, and multidisciplinary delivery.

Qualifications Summary

- *Florida Registration*
- *Local Support*
- *Qualified Personnel*
- *Stakeholder Familiarity*
- *Interdisciplinary Capacity*
- *Relevant Project Administration Experience*

I. AUTHORIZED REPRESENTATIVE

31. SIGNATURE

32. DATE

7/8/2026

33. NAME AND TITLE

Jennifer Kremer, Senior Project Manager

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*:

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (*or Branch Office*) NAME	Tetra Tech, Inc.
2b. STREET	823 N. Cocoa Blvd., Suite D
2c. CITY	Cocoa
2d. STATE	FL
2e. ZIP CODE	32922
3. YEAR ESTABLISHED	1966
4. UNIQUE ENTITY IDENTIFIER	DKKUNX13MDC8
5. OWNERSHIP a. TYPE	Corporation
b. SMALL BUSINESS STATUS	NA
6a. POINT OF CONTACT NAME AND TITLE	Christopher Neumann, Operations Manager
6b. TELEPHONE NUMBER	321-636-6470
6c. E-MAIL ADDRESS	chris.neumann@tetratech.com
7. NAME OF FIRM *(If Block 2a is a Branch Office)*	Tetra Tech, Inc.

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
NA	NA	NA

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
12	Civil Engineer	2,305	4
16	Construction Manager	237	1
23	Environmental Engineer	810	2
24	Environmental Scientist	1,057	1
30	Geologist	426	4
48	Project Manager	3,068	1
62	Water Resources Engineer	454	1
	Craft Laborers	530	3
	Other Employees	18,968	0
	Total	27,855	17

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
E01	Eco & Archeological Investigations	1
E11	Environmental Planning	4
E12	Environmental Remediation	3
E13	Environmental Testing & Analysis	6
H03	HTRW Remediation	3

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

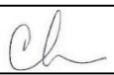
a. Federal Work	6
b. Non-Federal Work	2
c. Total Work	6

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 

b. DATE: June 24, 2026

c. NAME AND TITLE: Christopher Neumann, Operations Manager

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*:

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (*or Branch Office*) NAME	Tetra Tech, Inc.
2b. STREET	201 East Pine Street, Suite 1000
2c. CITY	Orlando
2d. STATE	FL
2e. ZIP CODE	32798
3. YEAR ESTABLISHED	1966
4. UNIQUE ENTITY IDENTIFIER	S1LCDNNEMJK7
5. OWNERSHIP	
a. TYPE	Large Business Corporation
b. SMALL BUSINESS STATUS	N/A
6a. POINT OF CONTACT NAME AND TITLE	Lawrence (Eddie) Jenkins – Office Manager
6b. TELEPHONE NUMBER	407.480.3922
6c. EMAIL ADDRESS	Eddie.Jenkins@tetratech.com
7. NAME OF FIRM *(If Block 2a is a Branch Office)*	Tetra Tech, Inc.

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
N/A	N/A	N/A

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
02	Administrative	1,795	21
08	CADD Technician	520	8
12	Civil Engineer	2,390	11
16	Construction Management	246	4
21	Electrical Engineer	703	4
23	Environmental Engineer	840	1
29	Geographic Information System Specialist	83	3
42	Mechanical Engineer	785	4
48	Project Manager	3,181	30
57	Structural Engineer	239	1
60	Transportation Engineer	151	1
	Other Employees	16,922	
	Total	**27,855**	**88**

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
A12	Automation; Controls; Instrumentation	6
B02	Bridges	5
C07	Coastal Engineering	1
C15	Construction Management	7
D03	Desalinization (Process & Facilities)	1
E03	Electrical Studies and Design	6
E11	Environmental Planning	4
F04	Fisheries; Fish Ladders	4
G04	Geographic Information System Services; Development, Analysis, and Data Collection	1
H01	Harbors; Jetties; Piers, Ship Terminal Facilities	1
H02	Hazardous Materials Handling and Storage	4
H04	Heating; Ventilating; Air Conditioning	4
H07	Highways; Streets; Airfield Paving; Parking Lots	8
I03	Industrial Waste Treatment	2
L02	Land Surveying	6
P05	Planning (Community, Regional, Areawide and	7
P06	Planning (Site, Installation, and Project)	5
R11	Rivers; Canals; Waterways; Flood Control	4
S04	Sewage Collection, Treatment and Disposal	9
S07	Solid Wastes; Incineration; Landfill	6
S09	Structural Design; Special Structures	4
S10	Surveying; Platting; Mapping; Flood Plain Studies	2
S13	Storm Water Handling & Facilities	6
T03	Traffic & Transportation Engineering	8
T04	Topographic Surveying and Mapping	1
W02	Water Resources; Hydrology; Ground Water	6
W03	Water Supply, Treatment, and Distribution	10

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	6
b. Non-Federal Work	10
c. Total Work	**10**

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE

b. DATE: June 2, 2026

C. NAME AND TITLE: Lawrence (Eddie) Jenkins – Office Manager

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(if any)*:

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (*or Branch Office*) NAME: Tetra Tech, Inc.	3. YEAR ESTABLISHED: 1966
	4 UNIQUE ENTITY IDENTIFIER: E3QKBMJ7H9K7
2b. STREET: 2 Braxton Way, Suite 225	5. OWNERSHIP
2c. CITY: Glen Mills / 2d. STATE: Pennsylvania / 2e. ZIP CODE: 19343	a. TYPE: Large Business Corporation
	b. SMALL BUSINESS STATUS: N/A
6a. POINT OF CONTACT NAME AND TITLE: Andrew Mazzeo, PMP, Vice President	7. NAME OF FIRM *(If Block 2a is a Branch Office)*: Tetra Tech, Inc.
6b. TELEPHONE NUMBER: 610-675-0414 / 6c. E-MAIL ADDRESS: andy.mazzeo@tetratech.com	

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH	a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
02	Administrative	1,732	4	C15	Construction Management	3
08	CADD Technician	502	2	C16	Construction Surveying	1
12	Civil Engineer	2,305	2	E11	Environmental Planning	3
15	Construction Inspector	225	6	E12	Environmental Remediation	6
23	Environmental Engineer	810	4	E13	Environmental Testing and Analysis	6
24	Environmental Scientist	1,057	34	H08	Historic Preservation	1
27	Foundation/Geotech Engineer	469	1	P05	Planning (Community; Regional)	6
29	GIS Specialist	80	1	R10	Risk Analysis	2
30	Geologist	426	6	S10	Surveying; Floodplain Studies	1
34	Hydrologist	218	1	T02	Testing & Inspection Services	8
42	Mechanical Engineer	757	1	U02	Urban Renewals/Community Dev.	6
47	Planner: Urban/Regional	623	8			
48	Project Manager	3,068	10			
62	Water Resources Engineer	454	1			
	Quality Assurance Manager	60	2			
	Technical Editor	79	3			
	Other Employees	14,990	8			
	Total	27,855	94			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	7
b. Non-Federal Work	9
c. Total Work	9

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE:

b. DATE: May 17, 2026

c. NAME AND TITLE: Andrew Mazzeo, PMP, Vice President

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any)

PART II - GENERAL QUALIFICATIONS
(If a firm has branch offices, complete for each specific branch office seeking work.)

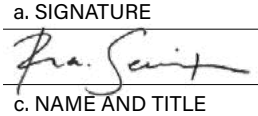
2a. FIRM (OR BRANCH OFFICE) NAME			3. YEAR ESTABLISHED	4. UNIQUE ENTITY IDENTIFYER
RVE, Inc., dba RVi Planning + Landscape Architecture			1982	CY9AN6QQ85HY
2b. STREET			5. OWNERSHIP	
111 N. Magnolia Avenue, Suite 1350			a. TYPE	
2c. CITY	2d. STATE	2e. ZIP CODE	Corporation	
Orlando	FL	32801	b. SMALL BUSINESS STATUS	
6a. POINT OF CONTACT NAME AND TITLE			N/A	
Ryan Seacrist, PLA, ASLA - Regional Vice President			7. NAME OF FIRM (If block 2a. is a branch office)	
6b. TELEPHONE NUMBER	6c. E-MAIL ADDRESS		RVi Planning + Landscape Architecture, Inc.	
304.881.9224	rseacrist@rviplanning.com			
8a. FORMER FIRM NAME(S) (If any)			8b. YR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFYER
N/A				

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
39	Landscape Architect	141	9	H11	Housing (Residential, Multifamily)	7
47	Planner: Urban/Regional	27	2	L03	Landscape Architecture	6
02	Administrative	15	1	P05	Planning (Community, Regional)	5
				P06	Planning (Site/Project)	5
				R04	Recreation Facilities (Parks)	3
				C02	Cemeteries (Planning/Relocation)	1
				079	Master/Site Planning	4
				Z01	Zoning, Land Use Studies	3
	Other Employees	9				
	Total	192	11			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)	
a. Federal Work	1
b. Non-Federal Work	8
c. Total Work	8

PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
1. Less than $100,000	6. $2 million to less than $5 million
2. $100,000 to less than $250,000	7. $5 million to less than $10 million
3. $250,000 to less than $500,000	8. $10 million to less than $25 million
4. $500,000 to less than $1 million	9. $25 million to less than $50 million
5. $1 million to less than $2 million	10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
	5/19/2026
c. NAME AND TITLE	
Ryan Seacrist, PLA, ASLA - Regional Vice President	

STANDARD FORM 330 (REV. 7/2021)

823 N Cocoa Blvd, Suite D

Cocoa, FL 32922

321-289-8577

Jen.Kremer@tetratech.com

Tetra Tech is *Leading with Science*® to provide innovative, sustainable solutions that help our clients address their water, environment, infrastructure, resource management, energy, and international development challenges. We are proud to be home to leading technical experts in every sector and to use that expertise throughout the project life cycle. Our commitment to safety is ingrained in our culture and at the forefront of every project. We combine the resources of a global, multibillion dollar company with local, client-focused delivery. tetratech.com

Stream Park at Ballantyne Reimagined | Charlotte, NC

RFQ #: CO-26-Q-045TB
PROFESSIONAL PLANNING & ENGINEERING CONSULTING SERVICES - ROYAL OAK STUDY
RESPONSE TO REQUEST FOR QUALIFICATIONS
07.09.2026

CITY OF TITUSVILLE | TRACY BAILEY
PO BOX 2806, TITUSVILLE, FL 32781-2806

LandDesign
CREATING PLACES THAT MATTER.

LandDesign, Inc.
Carrie Read, PLA
cread@landdesign.com | 407.270.7800
100 S Orange Avenue, Suite 200
Orlando, FL 32801

WE ARE DRIVEN BY A SIMPLE QUESTION:

Why just make something, when you can create something that matters?

Create a place that stands the test of time. A place that brings people together. A place that generations from now is meaningful, relevant, and sustainable. Create a place infused with stories that stir emotion. We are landscape architects, civil engineers, planners, and urban designers who believe every space matters.

LandDesign®

Ballantyne Reimagined | Charlotte, NC

TAB TWO

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Boxi Park | Orlando, FL

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TAB THREE

Letter of Transmittal

Winter Park Library + Events Center | Winter Park, FL

July 9, 2026

LandDesign.
CREATING PLACES
THAT MATTER.

Tracy Bailey
Purchasing & Contracting Administrator
City of Titusville
555 South Washington Avenue
PO Box 2806
Titusville, FL 32781-2806

Dear Ms. Bailey and Members of the Selection Committee:

It is with great pleasure that we present LandDesign's Statement of Qualifications to provide Professional Planning and Engineering Consulting Services for the Royal Oak Study. We appreciate the opportunity to partner with the City of Titusville to develop a community-supported vision and redevelopment strategy for the former Royal Oak Golf Course—one that balances neighborhood character, redevelopment potential, environmental stewardship, and long-term implementation.

Visioning + Master Planning: LandDesign understands this effort is more than a feasibility study. It is an opportunity to establish a shared vision for one of Titusville's most significant redevelopment sites through a collaborative master planning process that integrates planning, engineering, and meaningful public engagement. Our team will work closely with City staff, residents, stakeholders, and elected officials to develop redevelopment scenarios that are grounded in community priorities, informed by technical analysis, and supported by practical implementation strategies.

Economic Redevelopment + Revitalization: LandDesign understands both public realm design and private redevelopment, and how these two market forces work together to create lasting economic revitalization. Throughout Florida, we have successfully prepared redevelopment master plans for catalyst sites where strategic public investment—including parks, open space, mobility improvements, and infrastructure—creates opportunities for private investment and long-term community revitalization. Our experience with projects such as the Estero Eco-Historic Master Plan, Parkland Town Center, Port District Master Plan, and North Course Park demonstrates our ability to balance redevelopment opportunities with community character, environmental considerations, and infrastructure planning to create strong redevelopment strategies.

Community Engagement + Consensus Building: Successful redevelopment begins with listening. LandDesign has extensive experience leading public engagement programs that build consensus among residents, business owners, property owners, City staff, and elected officials. We believe community input should shape redevelopment scenarios—not simply react to them. Our process begins with an early visioning workshop, followed by a transparent and collaborative planning effort that incorporates stakeholder feedback throughout the project. Drawing upon successful approaches used for the Estero Eco-Historic Master Plan and Parkland Town Center Master Plan, we recognize the value of ongoing coordination with City leadership to build consensus and maintain project momentum as redevelopment alternatives are refined.

Integrated Planning + Engineering: LandDesign's multidisciplinary team of planners, landscape architects, and civil engineers brings a comprehensive understanding of how planning and infrastructure must work together to create successful redevelopment opportunities. Our team will evaluate existing floodplain information, stormwater systems, drainage patterns, concurrency, transportation, and utility infrastructure early in the planning process so redevelopment scenarios are both visionary and technically feasible. Once a preferred redevelopment scenario has been identified, our engineering team will prepare conceptual stormwater strategies that support the selected master plan and establish a clear path toward implementation.

LandDesign.
CREATING PLACES
THAT MATTER.

Implementation-Focused Planning: LandDesign believes successful master plans should not stop at recommendations—they should establish a roadmap for action. In addition to evaluating redevelopment scenarios and their associated costs and benefits, we will identify immediate next steps necessary to advance the preferred concept, including recommendations for additional due diligence, regulatory coordination, and future entitlement activities. This implementation-focused approach provides the City with a practical framework for transforming today's vision into tomorrow's reality.

With LandDesign, the City of Titusville will be supported by a multidisciplinary team committed to creating a community-supported master plan that reflects the vision of Royal Oak's residents while positioning the property for thoughtful, economically sustainable redevelopment. We are excited about the opportunity to partner with the City on this important initiative and appreciate your consideration of our qualifications.

If you have any questions regarding our submission, please contact me at cread@landdesign.com or 407.270.7800. LandDesign acknowledges receipt of Addendum #1 released on June 25, 2026 and Addendum #2 released on July 6, 2026. We look forward to the opportunity to discuss our qualifications and demonstrate how LandDesign can help the City establish a clear and implementable vision for the future of Royal Oak.

Sincerely,

Carrie Read, PLA
Director

Brian Forster, PE
Managing Partner

100 S ORANGE AVENUE • SUITE 200 • ORLANDO, FL 32801 • 407.270.7800
CHARLOTTE • WASHINGTON DC • DALLAS • ORLANDO • DENVER
LANDDESIGN.COM

TAB FOUR

Firm and Personnel Qualifications

Westside Park | Osceola County, FL

SECTION D

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT SPECIFIC QUALIFICATIONS

LandDesign.

A. CONTRACT INFORMATION

1. TITLE AND LOCATION		
Professional Planning & Engineering Consulting Services - Royal Oak Study		
2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER	
June 17, 2026	RFQ #: CO-26-Q-045TB	

B. ARCHITECT-ENGINEER POINT OF CONTACT

4.NAME AND TITLE		
Carrie Read, PLA | Director		
5. NAME OF FIRM		
LandDesign, Inc.		
6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
407.270.7800	704.375.4138	cread@landdesign.com

C. PROPOSED TEAM

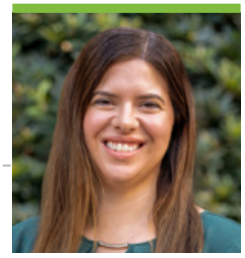
(complete this section for the prime contractor and all key subcontractors)

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	Prime	J-V Partner	Sub Contractor			
a.	X			LandDesign, Inc.	100 S Orange Avenue, Suite 200, Orlando, FL, 32801	Master Planning, Landscape Architecture, and Civil Engineering
				☒ CHECK IF BRANCH OFFICE		
b.						
				☐ CHECK IF BRANCH OFFICE		
c.						
				☐ CHECK IF BRANCH OFFICE		
d.						
				☐ CHECK IF BRANCH OFFICE		
e.						
				☐ CHECK IF BRANCH OFFICE		
f.						
				☐ CHECK IF BRANCH OFFICE		
g.						
				☐ CHECK IF BRANCH OFFICE		
h.						
				☐ CHECK IF BRANCH OFFICE		
i.						
				☐ CHECK IF BRANCH OFFICE		
j.						
				☐ CHECK IF BRANCH OFFICE		
k.						
				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM ☒ *(attached)*

Project Leadership + Design Team

Anie Delgado, AICP
Project Manager +
Urban Planner



Carrie Read, PLA
Lead Designer +
Public Engagement

Chad Kovaleski, PLA
Master Planner

Brian Forster, PE
Partner-in-Charge +
Technical Manager

Brian Warren, PE
Project Civil Engineer

Support Staff

Jason Rostek, PE
Technical QA/QC:
Civil Engineering

Kristen Sweatland, PLA
Technical QA/QC:
Landscape Architecture

Beth Poovey, PLA
Open Space Vision +
Public Engagement

SECTION E

RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

PART I - CONTRACT SPECIFIC QUALIFICATIONS

LandDesign

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (COMPLETE ONE SECTION E FOR EACH KEY PERSON)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Anie Delgado, AICP	Project Manager + Urban Planner	11	1

15. FIRM NAME AND LOCATION (CITY AND STATE)

LandDesign | Orlando, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Master of Urban and Regional Planning, Florida Atlantic University Bachelor of Design, Architecture, Minor in Landscape Architecture, University of Florida	American Institute of Certified Planners (AICP) - 31020

18. OTHER PROFESSIONAL QUALIFICATIONS (PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)

American Planning Association (APA); “Built-to-Rent: Insights on Navigating the Regulatory Struggle,” FL APA Conference (2022)

19. RELEVANT PROJECTS

A.

(1) TITLE AND LOCATION (CITY AND STATE): **Trails Crossing Master Plan, St. Petersburg, FL**

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: 2023-Present; CONSTRUCTION (IF APPLICABLE): Ongoing

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Planner. The site at Trails Crossing is an underutilized space beneath I-275 consisting of vacant lands and parking. LandDesign is providing a master plan for potential development of the area as a public open space. Our team is leading conceptual design and master planning, working with public and private stakeholders to create a cohesive cultural corridor that strengthens connectivity and supports community-driven placemaking.

B.

(1) TITLE AND LOCATION (CITY AND STATE): **Village of Estero Eco-Historic Master Plan, Estero, FL**

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: 2025-Present; CONSTRUCTION (IF APPLICABLE): N/A

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Urban Planner. The Eco-Historic Master Plan redefines a 750-acre corridor along US 41 as a connected, identity-driven gateway anchored by Koreshan State Park and the Estero River. LandDesign is leading a collaborative, research-driven planning effort that integrates land use, public space, transportation, and infrastructure to support economic vitality and environmental stewardship.

B.

(1) TITLE AND LOCATION (CITY AND STATE): **Indialantic Boardwalk + Pedestrian Improvements, Indialantic, FL**

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: 2025-2026; CONSTRUCTION (IF APPLICABLE): N/A

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Planner. LandDesign is leading master planning and conceptual design, centered on James H. Nance Park, Wave Crest Avenue, and the surrounding beachfront streetscape. Through an engagement-driven process, we are shaping a pedestrian-focused corridor that enhances walkability, accessibility, and community use. The design integrates shade, native and dune-restorative landscaping, sea turtle-friendly lighting, and flexible spaces for events and daily activity, along with raised intersections, plazas, and sustainable coastal stormwater strategies.

D.

(1) TITLE AND LOCATION (CITY AND STATE): **Osceola County Parks and Recreation Master Plan, Osceola County, FL**

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: 2025-Present; CONSTRUCTION (IF APPLICABLE): Ongoing

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Urban Planner. LandDesign is providing master planning services for the Osceola County Parks Master Plan Update, supported by GIS analysis, system-wide inventory, and financial review. We are leading a comprehensive community engagement process and development of park prototypes, design standards, and implementation strategies, culminating in a final master plan.

E.

(1) TITLE AND LOCATION (CITY AND STATE): **Brightwater Estate Park + Event Venue, Casselberry, FL**

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: 2024-Present; CONSTRUCTION (IF APPLICABLE): Ongoing

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Planner. LandDesign is providing civil engineering and landscape architecture services for Brightwater Estate. The project includes learning gardens, pavilions, and overlook areas, followed by phased improvements including restoration of the historic residence, a formal lakefront lawn to support gatherings and civic events, and development of a new event center to expand programming opportunities.

SECTION E

RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

PART I - CONTRACT SPECIFIC QUALIFICATIONS

LandDesign

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (COMPLETE ONE SECTION E FOR EACH KEY PERSON)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Carrie E. Read, PLA, LEED AP	Lead Designer + Public Engagement	20	3

15. FIRM NAME AND LOCATION (CITY AND STATE)

LandDesign | Orlando, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Master of Science, Landscape Architecture, University of Wisconsin Bachelor of Science, Landscape Architecture, University of Kentucky	Professional Landscape Architect - FL: LA6667316, KY: 798, WV: 411, TN: 1275

18. OTHER PROFESSIONAL QUALIFICATIONS (PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)

LEED Accredited Professional; American Society of Landscape Architects (ASLA); Congress of New Urbanism (CNU); Florida Recreation and Park Association (FRPA)

19. RELEVANT PROJECTS

A.

(1) TITLE AND LOCATION (CITY AND STATE): **Village of Estero Eco-Historic Master Plan, Estero, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2025-Present; CONSTRUCTION (IF APPLICABLE): N/A

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Project Manager. The Eco-Historic Master Plan redefines a 750-acre corridor along US 41 as a connected, identity-driven gateway anchored by Koreshan State Park and the Estero River. LandDesign is leading a collaborative, research-driven planning effort that integrates land use, public space, transportation, and infrastructure to support economic vitality and environmental stewardship.

B.

(1) TITLE AND LOCATION (CITY AND STATE): **Westside Park, Osceola County, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023-Present; CONSTRUCTION (IF APPLICABLE): N/A

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Project Manager. LandDesign is providing landscape architecture and civil engineering services for a nature park within a parcel of land in the Four Corners area of Osceola County. A key goal of the park is to minimize development impacts utilizing low-impact design (LID) practices while allowing residents and visitors to the park to experience and enjoy this scenic and beautiful natural area in the midst of a growing and developing suburb of the county.

C.

(1) TITLE AND LOCATION (CITY AND STATE): **Signal Hill Playground Renovation, Orlando, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023-2026; CONSTRUCTION (IF APPLICABLE): 2026

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Project Manager. LandDesign provided planning and landscape architecture services for the renovation of Signal Hill Playground in Orlando, FL. Improvements include enhanced neighborhood connectivity, upgraded play and fitness equipment, new seating areas, sidewalks, and future park amenities informed through community engagement.

D.

(1) TITLE AND LOCATION (CITY AND STATE): **Festival Park Sport Courts Renovation, Orlando, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023-2026; CONSTRUCTION (IF APPLICABLE): 2026

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Project Manager. LandDesign provided planning and landscape architecture services for Festival Park in Orlando, FL. Improvements include relocated basketball courts, renovated sand volleyball courts, shaded seating areas, lighting enhancements, and updated site furnishings while preserving existing trees and minimizing conflicts with existing utilities.

E.

(1) TITLE AND LOCATION (CITY AND STATE): **Trails Crossing Master Plan, St. Petersburg, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023-Present; CONSTRUCTION (IF APPLICABLE): Ongoing

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Project Manager. The site at Trails Crossing is an underutilized space beneath I-275 consisting of vacant lands and parking. LandDesign is providing a master plan for potential development of the area as a public open space. Our team is leading conceptual design and master planning, working with public and private stakeholders to create a cohesive cultural corridor that strengthens connectivity and supports community-driven placemaking.

SECTION E

RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

PART I - CONTRACT SPECIFIC QUALIFICATIONS

LandDesign

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (COMPLETE ONE SECTION E FOR EACH KEY PERSON)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Chad Kovaleski, PLA	Master Planner	18	14

15. FIRM NAME AND LOCATION (CITY AND STATE)

LandDesign | Orlando, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Bachelor of Landscape Architecture and Environmental Studies Iowa State University	Professional Landscape Architect - FL: 6667537, CA: 6446, NC:1739, NV: 949, CO: 0001183

18. OTHER PROFESSIONAL QUALIFICATIONS (PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)

American Society of Landscape Architects (ASLA)

19. RELEVANT PROJECTS

A.

(1) TITLE AND LOCATION (CITY AND STATE): **Village of Estero Eco-Historic Master Plan, Estero, FL**

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: 2025-Present; CONSTRUCTION (IF APPLICABLE): N/A

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Partner-in-Charge + Master Planner. The Eco-Historic Master Plan redefines a 750-acre corridor along US 41 as a connected, identity-driven gateway anchored by Koreshan State Park and the Estero River. LandDesign is leading a collaborative, research-driven planning effort that integrates land use, public space, transportation, and infrastructure to support economic vitality and environmental stewardship.

B.

(1) TITLE AND LOCATION (CITY AND STATE): **North Course Park, Wellington, FL**

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: 2025-Present; CONSTRUCTION (IF APPLICABLE): N/A

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Project Manager. North Course Park is a former golf course transitioning into a public park supporting recreation through restored wetlands, native planting, stormwater management, habitat enhancements, educational opportunities, and flexible gathering spaces. LandDesign is leading the master planning and conceptual design of the park, creating a network of trails, wetlands, gardens, play areas, event lawns, and waterfront amenities.

C.

(1) TITLE AND LOCATION (CITY AND STATE): **Trails Crossing Master Plan, St. Petersburg, FL**

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: 2023-Present; CONSTRUCTION (IF APPLICABLE): Ongoing

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Partner-in-Charge + Master Planner. The site at Trails Crossing is an underutilized space beneath I-275 consisting of vacant lands and parking. LandDesign is providing a master plan for potential development of the area as a public open space. Our team is leading conceptual design and master planning, working with public and private stakeholders to create a cohesive cultural corridor that strengthens connectivity and supports community-driven placemaking.

D.

(1) TITLE AND LOCATION (CITY AND STATE): **The Port District Master Plan, Port St. Lucie, FL**

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: 2020-2021; CONSTRUCTION (IF APPLICABLE): N/A

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Project Manager + Lead Planner. This plan provides recommendations to reinvigorate the Port District, making it the heart of Port St. Lucie. Fostering a symbiotic relationship between exploration, gathering spaces, and improved connections to district destinations and the surrounding context amplifies the viability of the district to make it a stronger feature of the region. Increased recreational offerings that leverage the natural landscape and vast conservation area will draw people to the district, inviting them to explore the landscape and experience discovery within the remoteness of nature.

E.

(1) TITLE AND LOCATION (CITY AND STATE): **Winter Park Library + Events Center, Winter Park, FL**

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: 2016-2021; CONSTRUCTION (IF APPLICABLE): 2019-2021

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Landscape Architect. In 2017, the City of Winter Park, Florida approved funding for a 21st century, state-of-the-art library and events center — signifying a new chapter for the City. Located on the northwest corner of Martin Luther King Jr. Park, this visionary facility promotes equitable access to education, recreation, and the arts. As a civic and cultural hub for the community, the Winter Park Library and Events Center facilitates moments for celebration and an exchange of knowledge, creating a place where the local community and visitors can interact, learn, and gather.

SECTION E

RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

PART I - CONTRACT SPECIFIC QUALIFICATIONS

LandDesign

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (COMPLETE ONE SECTION E FOR EACH KEY PERSON)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Brian Forster, PE	Partner-in-Charge + Technical Manager	24	9

15. FIRM NAME AND LOCATION (CITY AND STATE)

LandDesign | Orlando, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Bachelor of Engineering, Vanderbilt University	Registered Professional Engineer - FL: 62461

18. OTHER PROFESSIONAL QUALIFICATIONS (PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)

Themed Entertainment Association (TEA); Urban Land Institute (ULI); 2016, ENR Southeast's 2016 Top 20 Under 40; Leadership Orlando Class 101; ULI Florida Community Housing Development Council (CHDC); 2024 FL ASLA Conference, Panelist, Connecting the Horizontal Design: Integrating Landscape Architecture and Civil Engineering

19. RELEVANT PROJECTS

A.

(1) TITLE AND LOCATION (CITY AND STATE): **North Course Park, Wellington, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2025-Present; CONSTRUCTION (IF APPLICABLE): N/A

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — ☒ CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Project Engineer. North Course Park is a former golf course transitioning into a public park supporting recreation through restored wetlands, native planting, stormwater management, habitat enhancements, educational opportunities, and flexible gathering spaces. LandDesign is leading the master planning and conceptual design of the park, creating a network of trails, wetlands, gardens, play areas, event lawns, and waterfront amenities.

B.

(1) TITLE AND LOCATION (CITY AND STATE): **Westside Park, Osceola County, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023-Present; CONSTRUCTION (IF APPLICABLE): N/A

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — ☒ CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Project Engineer. LandDesign is providing landscape architecture and civil engineering services for a nature park within a parcel of land in the Four Corners area of Osceola County. A key goal of the park is to minimize development impacts utilizing low-impact design (LID) practices while allowing residents and visitors to the park to experience and enjoy this scenic and beautiful natural area in the midst of a growing and developing suburb of the County.

C.

(1) TITLE AND LOCATION (CITY AND STATE): **Baldwin Park Infrastructure Improvements, Orlando, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2003-2006; CONSTRUCTION (IF APPLICABLE): 2006

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — ☐ CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Civil Engineer. Infrastructure improvements to support 494 residential units east of Baldwin Park's Town Center. Working under a stormwater masterplan, Lake Baldwin and Lake Susannah's outfalls were redesigned and constructed to compliment the developing TND neighborhood. LOMR permitting through FEMA was required to update the floodplain and LOMR-F's were processed for each of the new neighborhoods.

D.

(1) TITLE AND LOCATION (CITY AND STATE): **Rowell's Waterfront Park Phase 2, Key Largo, FL (Monroe County), FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023-Present; CONSTRUCTION (IF APPLICABLE): N/A

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — ☒ CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Project Engineer. Rowell's Waterfront Park transforms a waterfront site in Key Largo into a flexible public open space with views of Blackwater Sound. LandDesign is providing landscape architecture and civil engineering services, supporting the project from master planning through construction. Phase I included parking, restrooms, trails, and landscape improvements, while Phase II includes expanded parking, an event lawn, trail connections, and additional enhancements, with future phases planned. The site also functions as a regional trailhead along the Overseas Highway corridor. Contract Value: $73,415.

E.

(1) TITLE AND LOCATION (CITY AND STATE): **Sunbridge, Osceola County, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024-2025; CONSTRUCTION (IF APPLICABLE): N/A

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — ☒ CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Civil Engineer. Site, utility and stormwater masterplanning supporting a potential developer to take down approximately 2,500 acres and 6,000 residential units within the Sunbridge mixed-use development. Coordinated stormwater masterplanning and Conceptual permit submittals to the South Florida and St. Johns River Water Management Districts with the landowner's engineer.

SECTION **E**

RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

PART I - CONTRACT SPECIFIC QUALIFICATIONS

LandDesign

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (COMPLETE ONE SECTION E FOR EACH KEY PERSON)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Brian Warren, PE	Project Civil Engineer	21	4.5

15. FIRM NAME AND LOCATION (CITY AND STATE)

LandDesign | Orlando, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Bachelor of Science, Civil Engineering, University of New Mexico	Registered Professional Engineer - FL: 83521 Autodesk Certified Professional (ACP)

18. OTHER PROFESSIONAL QUALIFICATIONS (PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)

19. RELEVANT PROJECTS

A.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
Village of Estero Eco-Historic Master Plan **Estero, FL**	2025-Present	N/A

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Project Engineer. The Eco-Historic Master Plan redefines a 750-acre corridor along US 41 as a connected, identity-driven gateway anchored by Koreshan State Park and the Estero River. LandDesign is leading a collaborative, research-driven planning effort that integrates land use, public space, transportation, and infrastructure to support economic vitality and environmental stewardship.

B.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
Brightwater Estate Park + Event Venue **Casselberry, FL**	2024-Present	Ongoing

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Project Engineer. LandDesign is providing civil engineering and landscape architecture services for Brightwater Estate. The project includes learning gardens, pavilions, and overlook areas, followed by phased improvements including restoration of the historic residence, a formal lakefront lawn to support gatherings and civic events, and development of a new event center to expand programming opportunities.

C.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
Seven Oaks Park **Winter Park, FL**	2021-2025	2023-2025

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Project Engineer. Seven Oaks Park, the new 1.5-acre park located in Winter Park, FL, engages the City's love and respect for the native Florida landscape. The relocated seven specimen oak trees is just the beginning of the story for this park. This centrally located park will promote the health and well-being of the community with several social, physical, and mental health activities.

D.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
Westside Park **Osceola County, FL**	2023-Present	N/A

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Project Engineer. LandDesign is providing landscape architecture and civil engineering services for a nature park within a parcel of land in the Four Corners area of Osceola County. A key goal of the park is to minimize development impacts utilizing low-impact design (LID) practices while allowing residents and visitors to the park to experience and enjoy this scenic and beautiful natural area in the midst of a growing and developing suburb of the County.

E.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
Lake Wauburg Master Plan **Micanopy, FL**	2024-Present	N/A

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Project Engineer. LandDesign is providing landscape architecture and civil engineering services for the master planning and conceptual design of the University of Florida's Lake Wauburg recreation property in Micanopy, FL. The project includes stakeholder engagement, recreation and lodge planning, utility and permitting assessments, and development of a phased implementation framework for the 85-acre campus recreation destination.

SECTION E

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12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Jason Rostek, PE	Technical QA/QC: Civil Engineering	22	4

15. FIRM NAME AND LOCATION (CITY AND STATE)

LandDesign | Orlando, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Bachelor of Science, Civil Engineering, University of Central Florida	Registered Professional Engineer - FL: 77761

18. OTHER PROFESSIONAL QUALIFICATIONS (PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)

19. RELEVANT PROJECTS

A.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
Rowell's Waterfront Park Phase 2 **Key Largo, FL (Monroe County), FL**	2023-Present	N/A

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — ☒ CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Project Engineer. Rowell's Waterfront Park transforms a waterfront site in Key Largo into a flexible public open space with views of Blackwater Sound. LandDesign is providing landscape architecture and civil engineering services, supporting the project from master planning through construction. Phase I included parking, restrooms, trails, and landscape improvements, while Phase II includes expanded parking, an event lawn, trail connections, and additional enhancements, with future phases planned. The site also functions as a regional trailhead along the Overseas Highway corridor. Contract Value: $73,415.

B.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
Sunbridge Jack Brack Road Extension **Saint Cloud, FL**	2024-2025	N/A

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — ☒ CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Project Manager. Site, utility and stormwater masterplanning supporting a potential developer to take down approximately 2,500 acres and 6,000 residential units within the Sunbridge mixed-use development. Coordinated stormwater masterplanning and Conceptual permit submittals to the South Florida and St. Johns River Water Management Districts with the landowner's engineer.

C.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
University of South Florida (USF) Football Stadium **Tampa, FL**	2023-Present	N/A

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — ☒ CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Project Manager. The proposed University of South Florida at Tampa Football Stadium in the heart of campus, includes a new 35,000-seat stadium for students, staff, and community members to gather and share their passion for USF. This upcoming stadium will offer more than football, but a place to build campus culture through sporting events, concerts, festivals, and other programming.

D.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
Haines City 7-Acre Park Recreational Field **Haines City, FL**	2023	N/A

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — ☒ CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Project Engineer. LandDesign provided construction documentation and permitting services, building on a conceptual master plan developed by Jason Rostek at a previous firm prior to joining LandDesign. The facility features a soccer field, spectator amenities, parking, pedestrian circulation, stormwater management infrastructure, and a prefabricated restroom facility.

E.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — ☐ CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

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12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Kristen Sweatland, PLA	Technical QA/QC: Landscape Architecture	19	10

15. FIRM NAME AND LOCATION (CITY AND STATE)

LandDesign | Orlando, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Bachelor of Landscape Architecture, Ball State University	Professional Landscape Architect - FL: 6667090

18. OTHER PROFESSIONAL QUALIFICATIONS (PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)

ENR Magazine Top 20 Under 40; Indiana ASLA Merit Award; City of Oviedo's Local Planning Agency Board, 2020 Jury Panel for FL ASLA Awards

19. RELEVANT PROJECTS

A.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
The Port District Master Plan **Port St. Lucie, FL**	2020-2021	N/A

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Landscape Architect. This plan provides recommendations to reinvigorate the Port District, making it the heart of Port St. Lucie. Fostering a symbiotic relationship between exploration, gathering spaces, and improved connections to district destinations and the surrounding context amplifies the viability of the district to make it a stronger feature of the region. Increased recreational offerings that leverage the natural landscape and vast conservation area will draw people to the district, inviting them to explore the landscape and experience discovery within the remoteness of nature.

B.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
Winter Park Library + Events Center **Winter Park, FL**	2016-2021	2019-2021

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Landscape Architect. In 2017, the City of Winter Park, Florida approved funding for a 21st century, state-of-the-art library and events center — signifying a new chapter for the City. Located on the northwest corner of Martin Luther King Jr. Park, this visionary facility promotes equitable access to education, recreation, and the arts. As a civic and cultural hub for the community, the Winter Park Library and Events Center facilitates moments for celebration and an exchange of knowledge, creating a place where the local community and visitors can interact, learn, and gather.

C.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
Seven Oaks Park **Winter Park, FL**	2021-2025	2023-2025

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Landscape Architect. Seven Oaks Park, the new 1.5-acre park located in Winter Park, FL, engages the City's love and respect for the native Florida landscape. The relocated seven specimen oak trees is just the beginning of the story for this park. This centrally located park will promote the health and well-being of the community with several social, physical, and mental health activities.

D.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
Boxi Park at Lake Nona Town Center **Orlando, FL**	2018-2019	2019

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Landscape Architect. Boxi Park is a temporary food and entertainment park located within Lake Nona Town Center. It is +/- 3.5 Acres and the estimated construction fee is $2 million.

E.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
Rollins College Master Plan **Winter Park, FL**	2022-2024	N/A

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Landscape Architect. The plan promoted plant diversity, enhanced pedestrian comfort and connectivity, reinforced a strong sense of place and engaged students and visitors with nature. A series of existing conditions surveys were performed in the course of several days prior to the development of the plan.

SECTION E

RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

PART I - CONTRACT SPECIFIC QUALIFICATIONS

LandDesign

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (COMPLETE ONE SECTION E FOR EACH KEY PERSON)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Beth Poovey, PLA	Open Space Vision + Public Engagement	27	27

15. FIRM NAME AND LOCATION (CITY AND STATE)

LandDesign | Charlotte, NC

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Diploma, Landscape Architecture, Toronto Metropolitan University Toronto, Ontario Bachelor of Sociology, Simon Fraser University Vancouver, British Columbia	Professional Landscape Architect - NC: 1354, MS: 598, SC: 1251

18. OTHER PROFESSIONAL QUALIFICATIONS (PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)

American Society of Landscape Architects (ASLA); National Recreation and Park Association (NRPA; Urban Land Institute (ULI); Partners for Parks, President; Trail of History Board, Mecklenburg County, NC; Speaker, "Parks, a Beautiful Spark: The Economic Impact of Downtown Green Spaces," NC Main Street Conference (2026); Speaker, Building Blocks for Resilient Downtowns, Texas Downtown Conference (2025); Panelist, Designing Delight: How Theme Park Insights Can Transform Public Parks, NRPA (2025)

19. RELEVANT PROJECTS

A.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
Village of Estero Eco-Historic Master Plan **Estero, FL**	2025-Present	N/A

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Landscape Architect. The Eco-Historic Master Plan redefines a 750-acre corridor along US 41 as a connected, identity-driven gateway anchored by Koreshan State Park and the Estero River. LandDesign is leading a collaborative, research-driven planning effort that integrates land use, public space, transportation, and infrastructure to support economic vitality and environmental stewardship.

B.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
Trails Crossing Master Plan **St. Petersburg, FL**	2023-Present	Ongoing

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Landscape Architect. The site at Trails Crossing is an underutilized space beneath I-275 consisting of vacant lands and parking. LandDesign is providing a master plan for potential development of the area as a public open space. Our team is leading conceptual design and master planning, working with public and private stakeholders to create a cohesive cultural corridor that strengthens connectivity and supports community-driven placemaking.

C.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
The Port District Master Plan **Port St. Lucie, FL**	2020-2021	N/A

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Project Director. This plan provides recommendations to reinvigorate the Port District, making it the heart of Port St. Lucie. Fostering a symbiotic relationship between exploration, gathering spaces, and improved connections to district destinations and the surrounding context amplifies the viability of the district to make it a stronger feature of the region. Increased recreational offerings that leverage the natural landscape and vast conservation area will draw people to the district, inviting them to explore the landscape and experience discovery within the remoteness of nature.

D.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
DowntownDC BID Parks Master Plan **Washington DC**	2021-2022	2022

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Director. The Master Plan redefines how open space supports quality of life in a dense urban environment. LandDesign developed a comprehensive plan that evaluates parks, plazas, and streetscapes, identifying short- and long-term improvements to strengthen connectivity, access, and activation.

E.

(1) TITLE AND LOCATION (CITY AND STATE)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
Charlotte Rail Trail Framework Plan **Charlotte, NC**	2013-2015	2015

(3) BRIEF DESCRIPTION (BRIEF SCOPE, SIZE, COST, ETC.) AND SPECIFIC ROLE — [X] CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Project Director. The Charlotte Rail Trail is a four-mile-long urban trail where users can meet and explore a dynamic and evolving platform for creativity, economy, and recreation. Charlotte Center City Partners engaged LandDesign to create a vision for the Rail Trail Framework Plan with the purpose of guiding future development of the Trail by addressing programming, design, governance, funding, and maintenance. The plan provides the framework necessary to ensure that the Rail Trail becomes a place that connects community, commerce and culture.

LandDesign.

ARCHITECT - ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (IF ANY): RFQ-26-089

PART II - GENERAL QUALIFICATIONS
(IF A FIRM HAS BRANCH OFFICES, COMPLETE FOR EACH SPECIFIC BRANCH OFFICE SEEKING WORK.)

2A. FIRM (OR BRANCH OFFICE) NAME			3. YEAR ESTABLISHED	4. UNIQUE ENTITY IDENTIFIER
LandDesign, Inc.			1978	095462867
2B. STREET			5. OWNERSHIP	
100 S. Orange Avenue, Suite 200				
2C. CITY	2D. STATE	2E. ZIP CODE	A. TYPE	
Orlando	FL	32801	Corporation	
6A. POINT OF CONTACT NAME AND TITLE			B. SMALL BUSINESS STATUS	
Brian Forster, PE | Managing Partner			N/A	
6B. TELEPHONE NUMBER	6C. E-MAIL ADDRESS		7. NAME OF FIRM (IF BLOCK 2A IS A BRANCH OFFICE)	
407.270.7800	bforster@landdesign.com		N/A	

8A. FORMER NAME(S) (IF ANY)	8B. YEAR ESTABLISHED	8C. UNIQUE ENTITY IDENTIFIER
N/A	N/A	N/A

9. EMPLOYEES BY DISCIPLINE / 10. PROFILE OF FIRM'S EXPERIENCE + ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

A. FUNCTION CODE	B. DISCIPLINE	C. NUMBER OF EMPLOYEES (1) FIRM	(2) BRANCH	A. PROFILE CODE	B. EXPERIENCE	C. REVENUE INDEX NUMBER (SEE BELOW)
02	Administrative	34	2	C10	Commercial Building Shopping Ctrs	8
08	CADD Technician	2	0	E02	Educational Facilities; Classrooms	6
12	Civil Engineer	39	6	H07	Highways; Streets; Airfield Paving; Parking Lots	5
	Civil Engineer Designer	35	8	H11	Housing (Residential, Multi-Family Apartments; Condominiums)	10
	Engineer Intern	14	0	I01	Industrial Buildings; Manufacturing Plants	6
39	Landscape Architect	52	5	J01	Judicial and Courtroom Facilities	3
	Landscape Designer	73	11	L03	Landscape Architecture	9
	Field Technician	4	0	P05	Planning (Community, Regional Areawide and State)	7
	Marketing	5	0	P06	Planning (Site, Installation, Project)	9
	System Administration	5	0	R04	Recreation Facilities (Parks, Marinas, Etc.)	7
	Graphic Designer	3	0	S04	Sewage Collection, Treatment, and Disposal	3
38	Land Surveyor	4	0	T03	Traffic and Transportation Engineering	4
				Z01	Zoning; Land Use Studies	5
	Total	270	32			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(INSERT REVENUE INDEX NUMBER SHOWN AT RIGHT)

A. Federal Work	2
B. Non-Federal Work	10
C. Total Work	10

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. LESS THAN $100,000
2. $100,000 TO LESS THAN $250,000
3. $250,000 TO LESS THAN $500,000
4. $500,000 TO LESS THAN $1 MILLION
5. $1 MILLION TO LESS THAN $2 MILLION
6. $2 MILLION TO LESS THAN $5 MILLION
7. $5 MILLION TO LESS THAN $10 MILLION
8. $10 MILLION TO LESS THAN $25 MILLION
9. $25 MILLION TO LESS THAN $50 MILLION
10. $50 MILLION OR GREATER

12. AUTHORIZED REPRESENTATIVE THE FOREGOING IS A STATEMENT OF FACTS.

A. SIGNATURE

B. DATE: 07.09.2026

C. NAME AND TITLE: Brian Forster, PE | Managing Partner

Anie Delgado, AICP

PROJECT MANAGER + URBAN PLANNER
LANDDESIGN | ORLANDO FL

Anie is an AICP-certified planner with a background in architecture and over a decade of experience shaping projects across the public and private sectors. She specializes in pre-development strategy, site feasibility, and master planning for public and private land development projects. Anie balances pragmatic problem-solving with creativity to shape meaningful experiences and future-focused places. With travels to 27 countries across six continents, she brings a global perspective to her work, inspired by how people live, connect, and engage with their surroundings. Anie is a collaborative leader who excels at aligning creative vision with operational, regulatory, and stakeholder needs.

EDUCATION
Master of Urban and Regional Planning,
Florida Atlantic University

Bachelor of Design, Architecture, Minor in Landscape Architecture, University of Florida

LICENSING/CERTIFICATIONS
American Institute of Certified Planners (AICP) - 31020

CONTACT INFORMATION
adelgado@landdesign.com | 407.270.7800

Village of Estero Eco-Historic Master Plan Estero, FL | Urban Planner

Indialantic Boardwalk + Pedestrian Improvements Indialantic, FL | Planner

City of Boca Raton Bicycle, Pedestrian, and Public Transportation Enhancement + Beautification* Boca Raton, FL | Master Planner + Urban Designer

**Experience Prior to Joining LandDesign*

Carrie Read, PLA, LEED AP

LEAD DESIGNER + PUBLIC ENGAGEMENT
LANDDESIGN | ORLANDO FL

Carrie is a Director at LandDesign who leads the Orlando office's public sector practice, with a focus on green infrastructure, resilient public spaces, and sustainable campus environments. She guides community-driven projects including public parks, trail networks, complete streets, and downtown redevelopment efforts. With 20 years of professional experience, Carrie specializes in complex projects that integrate green infrastructure with community needs to create functional, enduring public spaces.

EDUCATION
Master of Science, Landscape Architecture,
University of Wisconsin

Bachelor of Science, Landscape Architecture,
University of Kentucky

LICENSING/CERTIFICATIONS
Professional Landscape Architect - FL: LA6667316

CONTACT INFORMATION
cread@landdesign.com | 407.270.7800

Village of Estero Eco-Historic Planning Estero, FL | Project Manager

Parkland Town Center Parkland, FL | Landscape Architect

North Course Park Wellington, FL | Landscape Architect

Indialantic Boardwalk + Pedestrian Improvements Indialantic, FL | Project Manager

Lake Wauburg Master Plan Micanopy, FL | Landscape Architect

Brightwater Estate Park + Event Venue Casselberry, FL | Project Manager

Chad Kovaleski, PLA

MASTER PLANNER
LANDDESIGN | ORLANDO FL

Chad is a Partner and seasoned landscape architect with a sharp eye for experiential design and reimagining places that bring people together. He is responsible for leading design teams from project visioning and conceptual design to design documentation and construction administration. Chad's incredibly diverse international portfolio is a testament to his versatility and design acumen in imagining the unique spirit of place deserving of each project he comes into contact with.

Village of Estero Eco-Historic Master Plan Estero, FL | Partner-in-Charge

Trails Crossing Master Plan St. Petersburg, FL | Partner-in-Charge

Indialantic Boardwalk + Pedestrian Improvements
Indialantic, FL | Partner-in-Charge

Westside Park Osceola County, FL | Partner-in-Charge

The Port District Master Plan Port St. Lucie, FL | Project Manager + Lead Planner

EDUCATION
Bachelor of Landscape Architecture and Environmental Studies, Iowa State University

LICENSING/CERTIFICATIONS
Professional Landscape Architect - FL: 6667537

CONTACT INFORMATION
ckovaleski@landdesign.com | 407.270.7800

Brian Forster, PE

PARTNER-IN-CHARGE + TECHNICAL MANAGER
LANDDESIGN | ORLANDO FL

As one of the top engineers in the most competitive markets, Brian brings an excitement and energy that drives innovation and problem-solving across the firm's offices. With over 25 years of experience in the resort and land development field, he guides clients through the entire development process. He understands that for projects to succeed, they must offer a one-of-a-kind experience that draws people again and again. Through his work with numerous high-profile clients, he is continuously encouraging himself and his team to push the boundaries of innovation.

Rowell's Waterfront Park Phase 2 Key Largo, FL | Project Engineer

Westside Park Osceola County, FL | Project Executive

Haines City 7-Acre Park Recreational Field Haines City, FL | Project Engineer

Flamingo Crossings Town Center Winter Garden, FL | Project Executive

University of South Florida (USF) Football Stadium
Tampa, FL | Partner-in-Charge

EDUCATION
Bachelor of Science, Civil Engineering, Vanderbilt University

LICENSING/CERTIFICATIONS
Registered Professional Engineer - FL: 62461

CONTACT INFORMATION
bforster@landdesign.com | 407.270.7800

Brian Warren, PE

PROJECT CIVIL ENGINEER
LANDDESIGN | ORLANDO FL

Brian is a civil engineering Studio Leader experienced in land development, site design and planning, transportation and utility infrastructure, and drainage analysis. He manages projects at all stages of the civil engineering life cycle and across various project types, including public works, industrial and commercial buildings, street improvements, and traffic management. His strong interpersonal skills makes him an invaluable team member in coordinating with clients, stakeholders, and team members at all levels of an organization.

Village of Estero Eco-Historic Master Plan Estero, FL | Project Civil Engineer

Lake Wauburg Master Plan Micanopy, FL | Project Civil Engineer

Brightwater Estate Park + Event Venue Casselberry, FL | Project Civil Engineer

Seven Oaks Park Winter Park, FL | Project Civil Engineer

Westside Park Osceola County, FL | Project Civil Engineer

EDUCATION
Bachelor of Science, Civil Engineering,
University of New Mexico

LICENSING/CERTIFICATIONS
Registered Professional Engineer - FL: 83521

Autodesk Certified Professional (ACP)

CONTACT INFORMATION
bwarren@landdesign.com | 407.270.7800

Jason Rostek, PE

TECHNICAL QA/QC: CIVIL ENGINEERING
LANDDESIGN | ORLANDO FL

Jason is a Director in LandDesign's Orlando office. With nearly two decades of land development and civil engineering experience, he is skilled at uncovering creative and cost-efficient solutions for complex projects. Jason works with clients to deliver a wide range of projects, including mixed-use developments, residential communities, and hospitality destinations, providing expansive technical expertise in infrastructure planning and design. As a Director, Jason is responsible for managing projects from initial conception to construction administration.

Haines City 7-Acre Park Recreational Field Haines City, FL | Project Engineer

Laureate Blvd Extension Orlando, FL | Project Manager

Rowell's Waterfront Park Phase 2 Key Largo, FL | Project Engineer

University of South Florida (USF) Football Stadium Tampa, FL | Project Manager

EDUCATION
Bachelor of Science, Civil Engineering,
University of Central Florida

LICENSING/CERTIFICATIONS
Registered Professional Engineer - FL: 77761

CONTACT INFORMATION
jrostek@landdesign.com | 407.270.7800

Kristen Sweatland, PLA

TECHNICAL QA/QC: LANDSCAPE ARCHITECTURE
LANDDESIGN | ORLANDO FL

Kristen is a Director in LandDesign's Orlando office. With over 19 years of experience, she has been an integral team member on several high profile projects where her technical skills and attention to detail routinely assist the team in remaining on schedule with clients. As a Director, her ability to manage multiple projects while leading a design team is what truly sets her apart as a landscape architect. She encourages her design team to push the limits on client expectations and she enjoys the challenge of bringing the detail of design to life through the construction process.

EDUCATION
Bachelor of Landscape Architecture,
Ball State University

LICENSING/CERTIFICATIONS
Professional Landscape Architect - FL: 6667090

CONTACT INFORMATION
ksweatland@landdesign.com | 407.270.7800

Boxi Park at Lake Nona Orlando, FL | Landscape Architect

Lake Nona Town Center - Performance Club Orlando, FL | Landscape Architect

Rollins College Master Plan Orlando, FL | Landscape Architect

Seven Oaks Park Winter Park, FL | Landscape Architect

Winter Park Library + Events Center Winter Park, FL | Landscape Architect

Beth Poovey, PLA

OPEN SPACE VISION + PUBLIC ENGAGEMENT
LANDDESIGN | CHARLOTTE NC

Beth is a Principal at LandDesign and the firm's Director of Greenways, Parks, and Open Space. She specializes in public open space and recreation amenities, active transportation systems, and downtown master planning. Beth believes the open space experience should begin the moment you step out the door, including networks of multi-modal streetscapes, neighborhood parks, and recreational amenities all within walking, biking, or scootering distance. Combining her background in sociology with landscape architecture, Beth strives to capture the spirit of a community and influence the vision of a memorable open space experience that aligns with local goals and values.

EDUCATION
Dip LA, Ryerson Polytechnic University
Toronto, Ontario

Bachelor of Sociology, Simon Fraser University
Vancouver, British Columbia

LICENSING/CERTIFICATIONS
Professional Landscape Architect - NC: 1354,
MS: 598, SC: 1251

CONTACT INFORMATION
bpoovey@landdesign.com | 704.333.0325

Village of Estero Eco-Historic Master Plan Estero, FL | Project Team

Trails Crossing Master Plan St. Petersburg, FL | Project Team

The Port District Master Plan Port St. Lucie, FL | Project Manager

Bell Tower Green Salisbury, NC | Project Director

DowntownDC Parks Master Plan Washington DC | Project Director

Litigations History

LandDesign has been involved in the following litigation in the past five years, with matters expected to be resolved in our favor.

1. Waldon Grove Townhomes Owners vs. LandDesign, Inc.: Civil action involving construction design error.

Status: Settled via Mediation in 2023.

2. SBV Southern Pines, LLC and Silverbrooke Villa, LLC vs. LandDesign, Inc.: Civil action by adjacent property owner to LandDesign's project in regard to stormwater drainage.

Status: Settled via Mediation in 2024.

3. Bliss Pet Resort – Castle Hills, LLC dba Pay Oasis Pet Resort & Spa vs. LandDesign, Inc.: Civil action involving draining issue for pet turf.

Status: Settled via Mediation in April 2026.

4. Centene Management Company LLC + Clayco, Inc. vs. LandDesign, Inc.: Civil action for breach of contract in order to bring legal action against LandDesign's subconsultant ECS Southeast LLC for design errors.

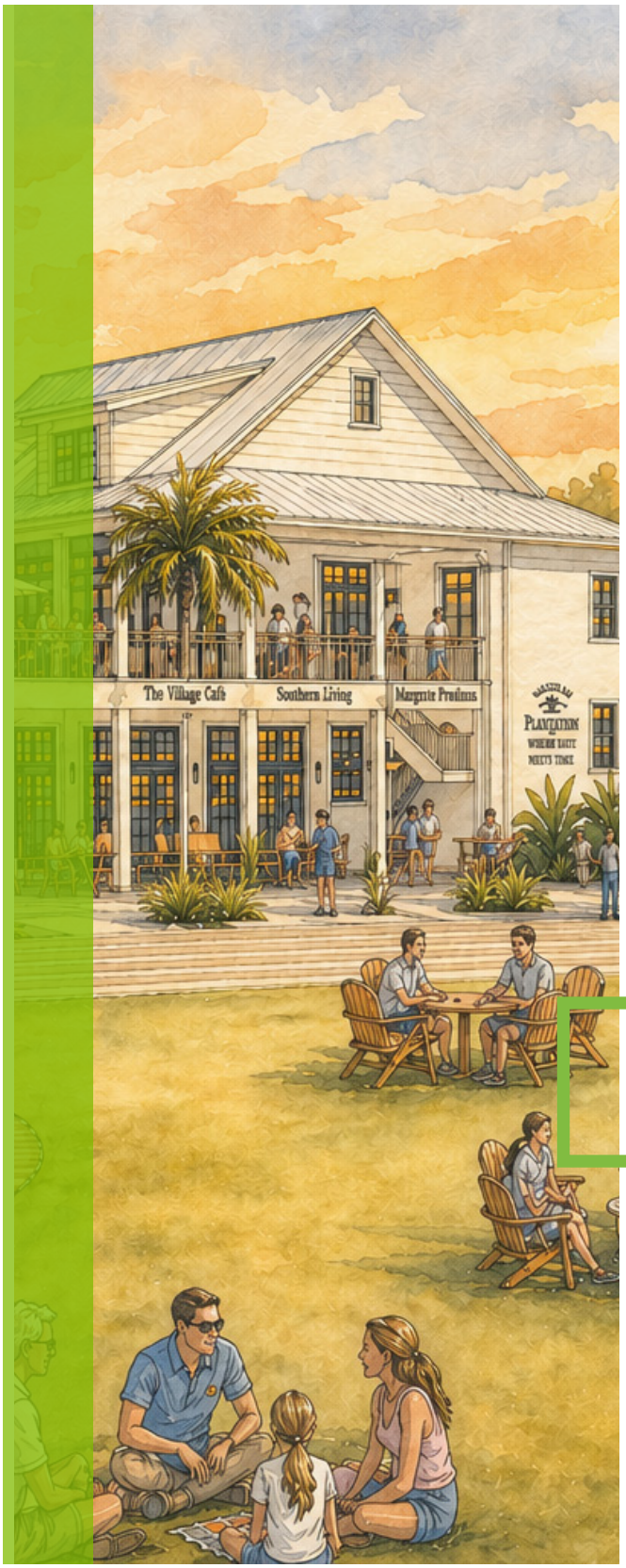
Status: Pending.

5. Johnathan Postell vs. LandDesign Inc.: Civil action for design errors.

Status: Judge dismissed case against us April 2026.

6. Four Seasons at Orlando Homeowners Association, Inc. vs. K. Hovnanian at Mystic Dunes: Our Client K. Hovanian has included LandDesign as a third party defendant in the Civil action against them for construction defects.

Status: Filed a dismissal as the allegations against K. Hovnanian do not have anything to do with our design.



TAB FIVE

Experience - Similar Projects

Village of Estero Eco-Historic Master Plan | Estero, FL

SECTION **F**

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS

PART I - CONTRACT SPECIFIC QUALIFICATIONS

LandDesign

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project)*	20. EXAMPLE PROJECT KEY NUMBER
	1

21. TITLE AND LOCATION *(CITY AND STATE)*	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
Village of Estero Eco-Historic Master Plan, Estero, FL	2025-Present	N/A

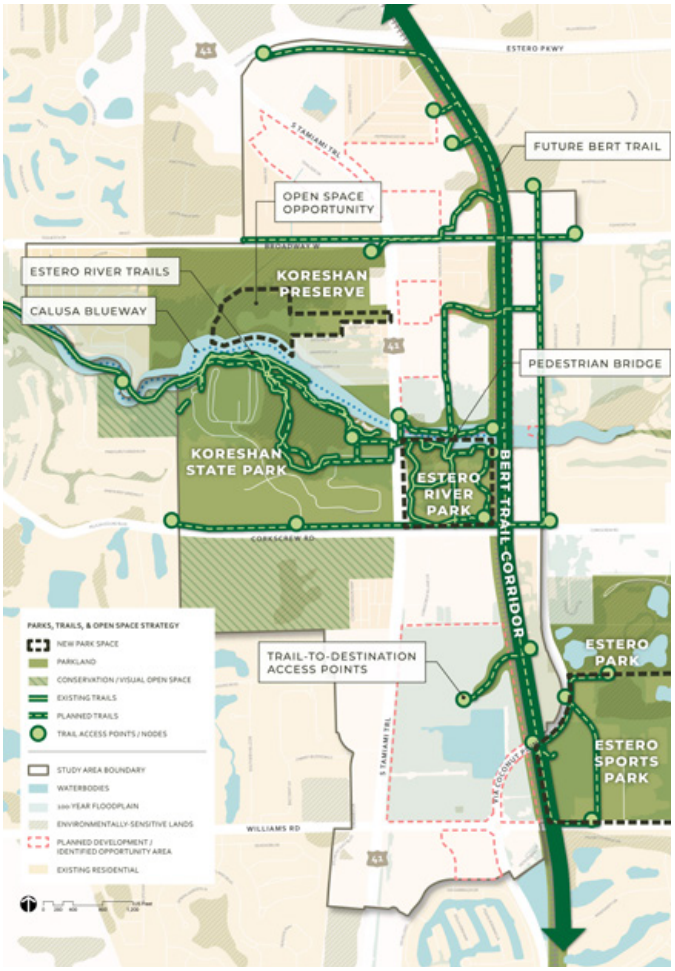
23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
The Village of Estero	Mary Gibbs	239.221.5035

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (INCLUDE SCOPE, SIZE AND COST)

The Village of Estero has identified a 750-acre corridor along US 41 as a critical opportunity to redefine a major gateway and transform it from a pass-through into a connected, meaningful destination. Anchored by the historic Koreshan State Park and the ecologically significant Estero River, the corridor contains a rich blend of cultural history and natural assets that are guiding the planning process. The Village initiated the Eco-Historic Master Plan to align future growth with community values while strengthening economic vitality and environmental stewardship.

LandDesign is currently partnering with the Village, key stakeholders, and the community to lead a collaborative, research-driven master planning effort. The ongoing process is focused on integrating land use, public spaces, transportation, and infrastructure into a cohesive framework that celebrates Estero's identity and informs future investment. Through continued engagement and analysis, the Eco-Historic Master Plan is establishing a clear, actionable vision that balances preservation with thoughtful development.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	LandDesign	Orlando, FL	Master Planning, Landscape Architecture, Community Engagement, Civil Engineering

SECTION F

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS

PART I - CONTRACT SPECIFIC QUALIFICATIONS

LandDesign

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project)*	20. EXAMPLE PROJECT KEY NUMBER
	2

21. TITLE AND LOCATION *(CITY AND STATE)*	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
Parkland Town Center, Parkland, FL	2023-2025	N/A

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Parkland	Nancy Morando	954.757.4170

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (INCLUDE SCOPE, SIZE AND COST)

LandDesign was engaged by the City of Parkland to lead the master planning of a new city-owned property. The City acquired a 34-acre former golf course property with the intention of developing a town center with vibrant civic open spaces and retail, restaurant, and commercial opportunities. As part of this process, LandDesign has participated in one-on-one meetings with City commissioners as well as a public meeting with project stakeholders to get input and feedback on programming and the overall design and character of the town center. Initial concepts have been developed and will be presented to commissioners and stakeholders with the goal of developing a preferred concept for the final master plan.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	LandDesign	Orlando, FL	Master Planning, Community Engagement, Landscape Architecture

SECTION **F**

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS

PART I - CONTRACT SPECIFIC QUALIFICATIONS

LandDesign

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project)*	20. EXAMPLE PROJECT KEY NUMBER
	3

21. TITLE AND LOCATION *(CITY AND STATE)*	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
North Course Park, Wellington, FL	2025-Present	N/A

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
Wellington Lifestyle Partners, LLC	Hudson Larson	689.348.0677

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (INCLUDE SCOPE, SIZE AND COST)

North Course Park transforms a former golf course into a public open space that celebrates wellness, ecology, and community. The design reimagines an underutilized site as a destination where recreation, environmental restoration, and education come together to create a resilient park for all ages. Organized around an interconnected network of trails, wetlands, gardens, and gathering spaces, the park encourages active lifestyles while restoring native Florida ecosystems. Visitors can explore fitness loops, nature-based playgrounds, botanical gardens, boardwalks, waterfront overlooks, and flexible event lawns that support everything from everyday recreation to community celebrations. The master plan balances ecological function with memorable public experiences, creating a landscape that is both restorative and engaging.

Environmental stewardship is at the heart of the design. Native planting communities, pollinator habitats, restored wetlands, and sustainable stormwater strategies improve biodiversity while enhancing resilience. Educational features, including interpretive signage, botanical collections, and outdoor learning spaces, connect visitors to the site's ecology and encourage long-term environmental awareness. The park's landform is carefully shaped through strategic earthwork, using excavation to create a series of ponds and wetlands that provide both functional water management and scenic recreational amenities. This integrated approach establishes the framework for boardwalks, overlooks, docks, and habitat restoration while transforming the site's hydrology into a defining landscape experience.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	LandDesign	Orlando, FL	Master Planning, Landscape Architecture, Civil Engineering, Feasibility

SECTION **F**

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS

PART I - CONTRACT SPECIFIC QUALIFICATIONS

LandDesign

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project)*	20. EXAMPLE PROJECT KEY NUMBER
	4

21. TITLE AND LOCATION *(CITY AND STATE)*	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
Lake Wauburg Master Plan, Micanopy, FL	2024-2025	N/A

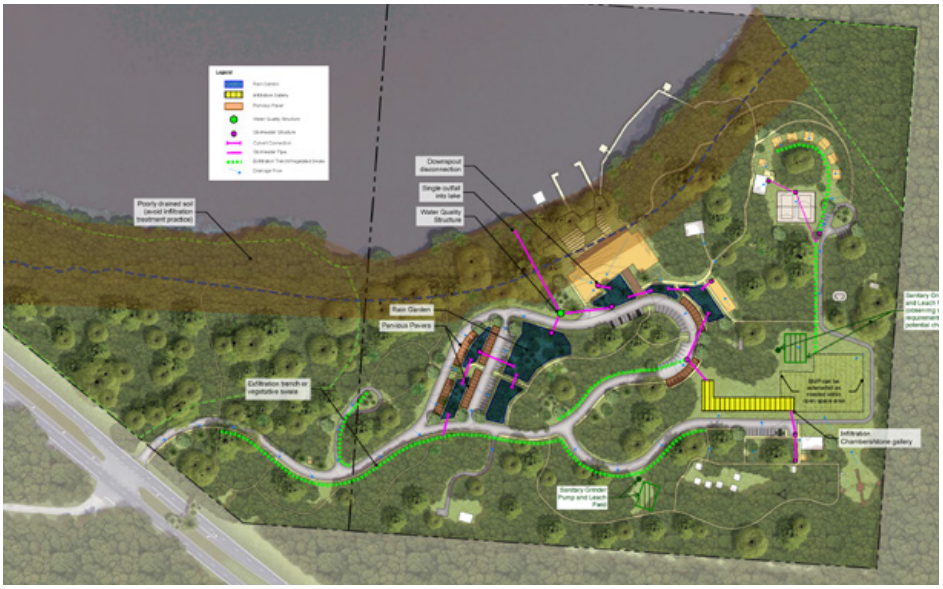
23. PROJECT OWNER'S INFORMATION

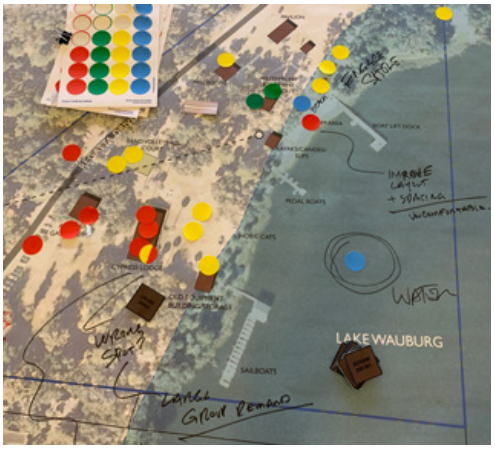
A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
University of Florida	Andrew Meeker	352.273.4009

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (INCLUDE SCOPE, SIZE AND COST)

LandDesign provided landscape architecture and civil engineering services for the master planning, feasibility, and conceptual design for the University of Florida's Lake Wauburg property located in Micanopy, FL. This off-site outdoor recreation facility and lodge serves a variety of students, faculty, and staff for the University, as well as the community at large. The North Shore of Lake Wauburg is approximately 20 acres and the South Shore is approximately 65 acres.

The master planning for this site included extensive stakeholder engagement including a Visioning Session, Open House, and Design Workshop. Our team created a final report, outlining the overall design vision and narrative, program elements, rendered plans, perspective images, design standards, utility assessment, and permitting framework, as well as prioritization and a roadmap for implementation including potential phased implementation.





25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	LandDesign	Orlando, FL	Master Planning, Landscape Architecture, Civil Engineering, Stakeholder Outreach

SECTION **F**

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS

PART I - CONTRACT SPECIFIC QUALIFICATIONS

LandDesign

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project)*	20. EXAMPLE PROJECT KEY NUMBER
	5

21. TITLE AND LOCATION *(CITY AND STATE)*	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
Indialantic Boardwalk + Pedestrian Improvements, Indialantic, FL	2025-2026	N/A

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
Town of Indialantic	Michael Casey	321.723.2242

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (INCLUDE SCOPE, SIZE AND COST)

LandDesign provided master planning, conceptual design, and implementation support services for the Town of Indialantic's boardwalk and pedestrian improvements, focused on James H. Nance Park, Wave Crest Avenue, and the surrounding beachfront streetscape. This important corridor serves as a primary gathering place for residents and visitors, supporting daily recreation, local businesses, and community events along the Town's oceanfront.

Working with Town staff, stakeholders, and the community, LandDesign led a collaborative planning process that includes site analysis, public engagement, stakeholder coordination, and concept development. Community feedback highlighted the desire for improved pedestrian safety and accessibility, expanded shade opportunities, enhanced native and dune-restorative landscaping, sea turtle-friendly lighting, and flexible public spaces that support festivals, outdoor dining, and everyday use. The resulting vision creates a more connected, pedestrian-focused beachfront experience through enhanced boardwalk connections, raised intersections, public plazas, festival street concepts, and streetscape improvements that strengthen the identity of Indialantic's coastal downtown.

LandDesign continues to support the Town through ongoing planning, design refinement, and implementation strategies that balance community priorities, environmental stewardship, and resiliency.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	LandDesign	Orlando, FL	Landscape Architecture, Master Planning, Park Planning, Community Engagement, Placemaking

SECTION **F**

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS

PART I - CONTRACT SPECIFIC QUALIFICATIONS

LandDesign

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project)*	20. EXAMPLE PROJECT KEY NUMBER
	6

21. TITLE AND LOCATION *(CITY AND STATE)*	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
Trails Crossing Master Plan St. Petersburg, FL	2025-2026	N/A

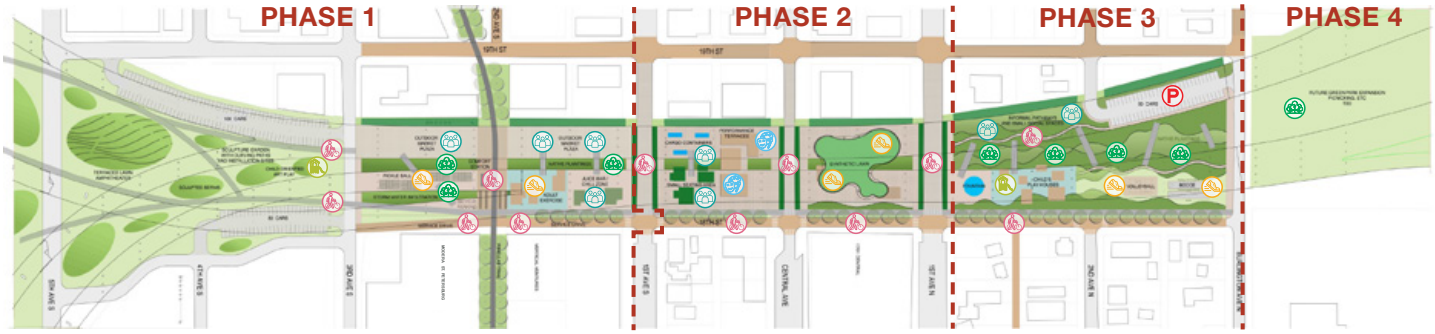
23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of St. Petersburg	Cheryl Stacks	727.892.5328

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (INCLUDE SCOPE, SIZE AND COST)

LandDesign is working with the City of St. Petersburg to develop a master plan for Trails Crossing, an underutilized site beneath I-275 currently consisting of vacant land and parking areas, providing landscape architecture and planning services. The project reimagines this space as a connected public open space and cultural corridor that improves connectivity and supports a range of community uses.

A key goal of the master plan is to transform the site into a multi-functional civic destination that integrates open space, multimodal facilities, and opportunities for placemaking, public art, and future retail and community-focused uses. The plan establishes a framework for a vibrant, multi-generational environment that supports ongoing programming and reinforces the City's vision for a more connected and activated downtown.



ARTS + CULTURE
CONNECTED + WALKABLE
COMMUNITY
NATURE + LANDSCAPE
PARKING
PLAY SPACES
VIBRANT + LIVELY

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	LandDesign	Orlando, FL	Master Planning, Landscape Architecture, Community Engagement

SECTION F

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS

PART I - CONTRACT SPECIFIC QUALIFICATIONS

LandDesign

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project)*	20. EXAMPLE PROJECT KEY NUMBER
	7

21. TITLE AND LOCATION *(CITY AND STATE)*	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
St. Luke's Lutheran Church + School Campus Master Plan, Oviedo, FL	2025-Present	N/A

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
St. Luke's Lutheran Church	Steven Lehenbauer	407.365.3408

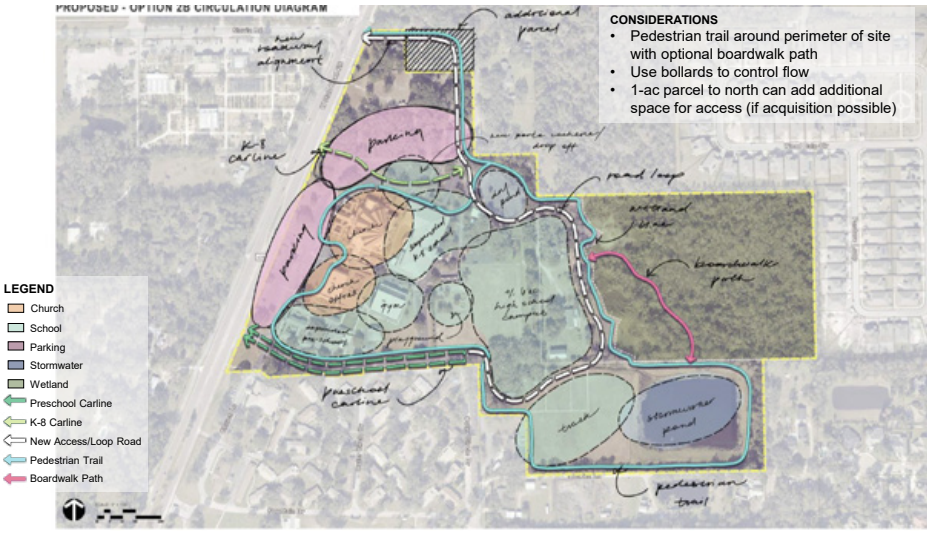
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (INCLUDE SCOPE, SIZE AND COST)

LandDesign partnered with St. Luke's Lutheran Church and School to create a long-range campus master plan that honors more than a century of ministry while preparing the campus for future growth. Serving a thriving congregation and an expanding preschool and K-8 school, the plan balances worship, education, community, and operational needs within a unified vision for the 46-acre campus.

The master plan establishes a flexible, phased framework for campus redevelopment, addressing immediate priorities while preserving opportunities for long-term expansion. Recommendations include improved campus circulation and parking, enhanced pedestrian connectivity, strengthened campus security, replacement and expansion of educational facilities, new gathering spaces, and integration of a 16-acre expansion parcel.

The vision explores future opportunities for a high school campus, athletic facilities, and outdoor learning environments. Stakeholder engagement was central to the planning process. Working closely with church leadership and the Master Planning Committee, LandDesign led congregation meetings, Voter's Assembly presentations, workshops, and an online survey to gather input from church members, school families, faculty, staff, and ministry leaders. This collaborative process ensured the master plan reflected the community's priorities while building consensus around a shared vision for the future.

The resulting master plan provides a clear implementation strategy that strengthens campus identity, improves safety and connectivity, and creates a cohesive environment that will support generations of worship, learning, and community life.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	LandDesign	Orlando, FL	Master Planning, Landscape Architecture, Civil Engineering, Stakeholder Outreach

SECTION F

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS

PART I - CONTRACT SPECIFIC QUALIFICATIONS

LandDesign

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project)*	20. EXAMPLE PROJECT KEY NUMBER
	8

21. TITLE AND LOCATION *(CITY AND STATE)*	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
Brightwater Estate Park + Event Venue, Casselberry, FL	2024-Present	N/A

23. PROJECT OWNER'S INFORMATION

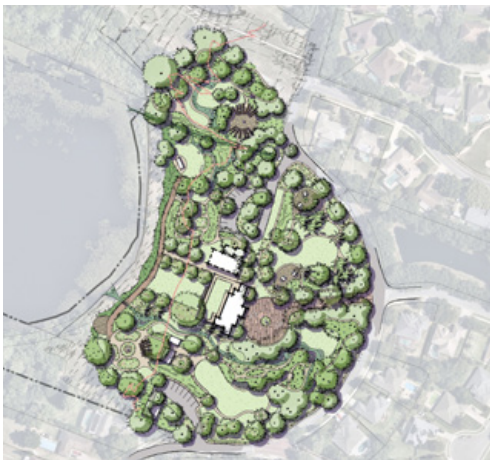
A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
City of Casselberry	Lorie Mertens-Black	407.262.7700 x 1130

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (INCLUDE SCOPE, SIZE AND COST)

LandDesign partnered with the City of Casselberry to transform the historic Brightwater Estate into a public destination that celebrates the property's heritage while expanding opportunities for recreation, culture, and community gathering. Centered around the preservation of the estate's historic residence, the master plan creates a lakefront park and event venue that balances public access, ecological restoration, and revenue-generating amenities.

The phased master plan introduces waterfront trails, botanical and sensory gardens, outdoor classrooms, wetlands, overlooks, and flexible event spaces that encourage year-round use. Formal gardens frame the restored residence, while event lawns, an amphitheater, public art, and educational features create opportunities for festivals, weddings, performances, and community celebrations. Native planting and green infrastructure enhance environmental resilience while strengthening the visitor experience.

The historic estate is thoughtfully renovated into a flexible venue for weddings, exhibitions, and private events, with interior updates that preserve its character while seamlessly connecting to outdoor terraces and gardens overlooking the lake. A phased implementation strategy and grant funding roadmap provide the City with a practical framework for bringing the vision to life.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	LandDesign	Orlando, FL	Master Planning, Landscape Architecture, Civil Engineering

SECTION G

KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

PART I - CONTRACT SPECIFIC QUALIFICATIONS

LandDesign.

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL *(From Section E, Block 12)*	27. ROLE IN THIS CONTRACT *(From Section E, Block 13)*	28. EXAMPLE PROJECTS LISTED IN SECTION F *(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.*								
		1	2	3	4	5	6	7	8	9
Anie Delgado	Urban Planner	X				X	X	X	X	
Carrie Read	Project Manager + Lead Designer	X	X	X	X	X	X	X	X	
Chad Kovaleski	Master Planner	X	X	X	X	X	X	X	X	
Brian Forster	Partner-in-Charge + Technical Manager			X				X	X	
Brian Warren	Project Civil Engineer	X			X			X	X	
Jason Rostek	Technical QA/QC: Civil Engineering									
Kristen Sweatland	Technical QA/QC: Landscape Architecture		X						X	
Beth Poovey	Open Space Vision + Public Engagement	X					X			

29. EXAMPLE PROJECTS KEY

1	Village of Estero Eco-Historic Master Plan	6	Trails Crossing Master Plan
2	Parkland Town Center	7	St. Luke's Master Plan
3	North Course Park	8	Brightwater Estate Park + Event Venue
4	Lake Wauburg Master Plan		
5	Indialantic Boardwalk + Pedestrian Improvements		

OPEN SPACE REUSE PROJECT

OVERALL MASTERPLAN

A. MAIN PAVILION
B. PARKING
C. MULTIPURPOSE LAWN
D. PLAYGROUND
E. OUTDOOR GYM
F. WET MEADOW
G. BOTANICAL GARDEN PAVILION (GLASS HOUSE)
H. BOTANICAL GARDEN
I. POLLINATOR GARDEN AND OTHER GARDENS OF BOTANICAL GARDEN
J. BOARDWALK
K. SUNSET DECK
L. NORTH LOOP
M. DOCK
N. BRIDGE
O. LITTLE ISLAND
P. MAIN ACCESS FROM FOREST HILL BLVD
Q. ALTERNATIVE ACCESS
R. POND (261,360 SF)
Only Okeelanta muck and Tequesta muck soil that are with high organic contentw ill be excavated

WELLINGTON, FL

North Course Park

This project demonstrates LandDesign's ability to transform former golf course properties into community assets through integrated master planning that balances redevelopment, recreation, stormwater infrastructure, and public-private partnerships. Our planning process and focus on long-term implementation align with the City of Titusville's goals for the Royal Oak Study.

Documented Outcomes

- Developed a community-supported master plan through a collaborative public-private partnership.
- Established a redevelopment framework that balanced new residential development with preservation of open space and community recreation.
- Demonstrated how the former golf course could be repurposed as a multifunctional community asset by integrating parks, trails, recreation, and regional stormwater management into a single master plan.
- Identified phased implementation strategies that coordinated future public investment with adjacent private development.
- Created a conceptual framework for shared stormwater infrastructure that supports future development while enhancing community amenities and preserving the site's environmental functions.

CLIENT
Wellington Lifestyle Partners, LLC
Hudson Larson
Vice President, Director of Construction
hlarson@wlpfl.com
689.348.0677

PERFORMANCE PERIOD
2025 - Present

CONTRACT AMOUNT
$25,000

SERVICES PROVIDED
Master Planning,
Landscape Architecture

PROJECT TEAM
Chad Kovaleski
Carrie Read
Brian Forster

PARKLAND, FL

Parkland Town Center

LandDesign led the master planning effort for the redevelopment of the former Heron Bay Golf Course into the City's future Town Center. Working closely with City staff, elected officials, residents, and stakeholders, the team developed a long-term vision that balanced redevelopment opportunities with neighborhood compatibility, parks and open space, mobility improvements, and economic revitalization. The planning process included extensive public engagement, redevelopment scenario evaluation, conceptual infrastructure planning, and implementation strategies.

Documented Outcomes

- Community-supported master plan adopted by the City.
- Established a long-term vision for redevelopment of an underutilized golf course property.
- Built consensus among residents, stakeholders, and City leadership through a transparent public engagement process.
- Identified phased implementation strategies and catalyst projects to support future public and private investment.
- Created a redevelopment framework that balances economic development with parks, open space, and neighborhood compatibility.

CLIENT
City of Parkland
Nancy Morando
City Manager
nmorando@cityofparkland.org
954.757.4170

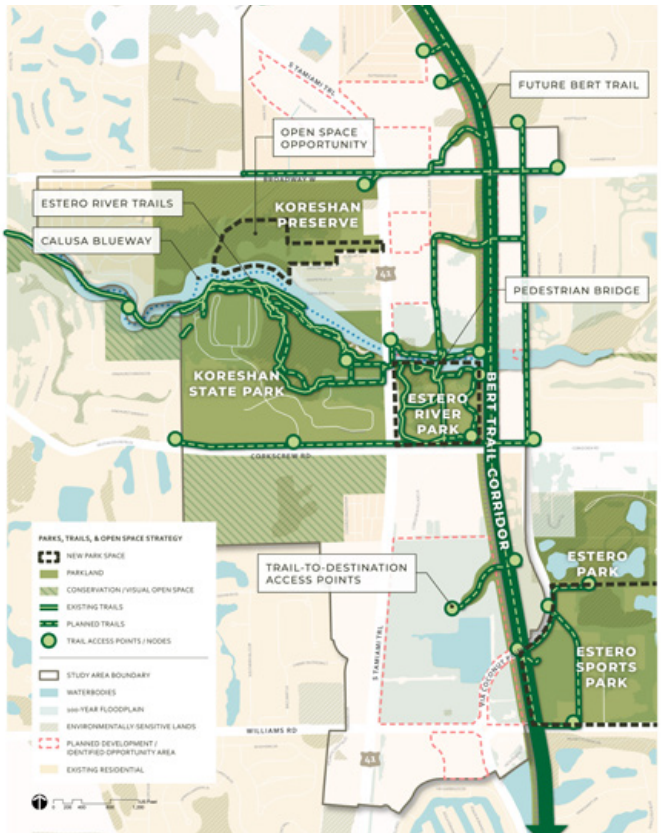
PERFORMANCE PERIOD
2023 - 2025

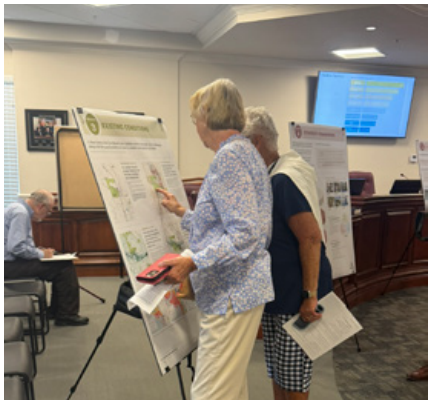
CONTRACT AMOUNT
$80,000

SERVICES PROVIDED
Master Planning,
Landscape Architecture

PROJECT TEAM
Chad Kovaleski
Carrie Read

SIMILAR SCOPE PROJECT





ESTERO, FL

Village of Estero Eco-Historic Master Plan

The Village of Estero has identified a 750-acre corridor along US 41 as a critical opportunity to redefine a major gateway and transform it from a pass-through into a connected, meaningful destination. Anchored by the historic Koreshan State Park and the ecologically significant Estero River, the corridor contains a rich blend of cultural history and natural assets that are guiding the planning process. The Village initiated the Eco-Historic Master Plan to align future growth with community values while strengthening economic vitality and environmental stewardship.

LandDesign partnered with the Village, key stakeholders, and the community to lead a collaborative, research-driven master planning effort. The process is focused on integrating land use, public spaces, transportation, and infrastructure into a cohesive framework that celebrates Estero's identity and informs future investment. Through engagement and analysis, the Eco-Historic Master Plan is establishing a clear, actionable vision that balances preservation with thoughtful development.

CLIENT
The Village of Estero
Mary Gibbs, FAICP
Community Development Director
gibbs@estero-fl.gov
239.221.5035

PERFORMANCE PERIOD
2025 - 2026

CONTRACT AMOUNT
$250,000

SERVICES PROVIDED
Master Planning,
Landscape Architecture,
Community Engagement

PROJECT TEAM
Chad Kovaleski
Carrie Read
Anie Delgado
Beth Poovey

MICANOPY, FL

Lake Wauburg Master Plan

LandDesign provided landscape architecture and civil engineering services for the master planning, feasibility, and conceptual design for the University of Florida's Lake Wauburg property located in Micanopy, FL. This off-site outdoor recreation facility and lodge serves a variety of students, faculty, and staff for the University, as well as the community at large. The North Shore of Lake Wauburg is approximately 20 acres and the South Shore is approximately 65 acres.

The master planning for this site included extensive stakeholder engagement including a Visioning Session, Open House, and Design Workshop. Our team created a final report, outlining the overall design vision and narrative, program elements, rendered plans, perspective images, design standards, utility assessment, and permitting framework, as well as prioritization and a roadmap for implementation including potential phased implementation.

CLIENT
University of Florida
Andrew Meeker
Project Manager
352.273.4009
upstatemeeker7@ufl.edu

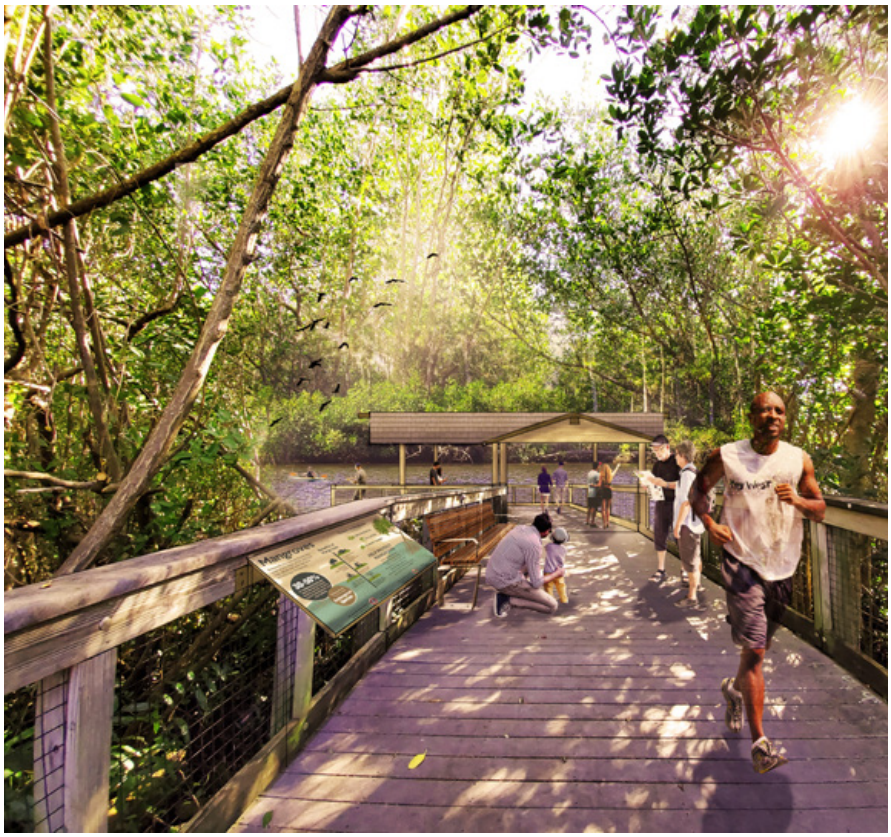
PERFORMANCE PERIOD
2024 - 2025

CONTRACT AMOUNT
$75,000

SERVICES PROVIDED
Master Planning,
Landscape Architecture,
Civil Engineering

PROJECT TEAM
Chad Kovaleski
Carrie Read
Brian Warren

SIMILAR SCOPE PROJECT



PORT ST. LUCIE, FL

The Port District Master Plan

The coastal community of Port St. Lucie experienced a wave of growth inland that detracted energy from the waterfront—leaving the community's greatest asset underutilized. The city had a strong desire to reinvigorate the waterfront and invested in activating several, dispersed parcels with boardwalks, water access points, and neighborhood parks. The city looked to LandDesign to champion the master planning process and craft a community-supported vision for a 1.5-mile stretch of riverfront known as The Port District.

With only 10% of the study area developed, the site presented an opportunity to enhance the available land by creating unique experiences that strengthen the community's ties to the waterfront. The master plan identifies strategic connections between developed and non-developed land within the 1.5-mile study area to improve the user experience as people explore The Port District by walking, biking, kayaking, and boating. The plan provides recommendations for new areas of commercial development, public open space, pedestrian boardwalks and trails, additional water access points, and preservation. The Port District Master Plan was unanimously approved by city council and was embraced by the community as a significant public investment project that will reposition the St. Lucie River as the heart of this community.

CLIENT
City of Port St. Lucie
Jennifer Davis
CRA Director
jdavis@cityofpsl.com
772.344.4342

PERFORMANCE PERIOD
2025 - 2026

CONTRACT AMOUNT
$120,000

SERVICES PROVIDED
Master Planning,
Landscape Architecture,
Community Engagement

PROJECT TEAM
Chad Kovaleski

AWARDS
Design Award, ASLA
Florida Chapter (2024)

RESTON, VA

Hidden Creek

Hidden Creek is a redevelopment initiative in Reston, VA that reimagines the former Hidden Creek Country Club as a publicly accessible community destination centered around recreation, environmental stewardship, and connectivity. The 164-acre site is envisioned to include nearly 100 acres of preserved public open space featuring new trails, community gathering areas, recreation amenities, habitat restoration, and enhanced pedestrian and bicycle connections to nearby destinations including the W&OD Trail, Wiehle-Reston East Metro Station, Lake Anne, and Reston Town Center. The project reflects Reston's founding principles by prioritizing access to nature, wellness, and inclusive public spaces for residents of all ages.

In addition to expanding public amenities, the vision for Hidden Creek supports thoughtful residential development designed to complement the surrounding community while introducing a greater diversity of housing opportunities, including affordable, workforce, and senior housing options. The planning process emphasized collaboration with local stakeholders and residents through focus groups and community discussions that helped shape the "Grand Park" concept. By balancing environmental restoration, mobility improvements, housing diversity, and long-term stewardship, the project seeks to create a lasting civic asset that strengthens Reston's identity as a connected, people-focused community.

CLIENT
Ideal Group of Companies, Inc.
Steve Coniglio
sjconiglio@gmail.com
202.734.8320

PERFORMANCE PERIOD
2018 - Present

CONTRACT AMOUNT
Hourly Contract
($702,685 invoiced to date)

SERVICES PROVIDED
Master Planning,
Landscape Architecture

PROJECT TEAM
LandDesign

SIMILAR SCOPE PROJECT

CHARLOTTE, NC

Stream Park

Ballantyne Reimagined transforms a former office park and golf course in South Charlotte into a mixed-use district organized around a landscape-led public realm. Rather than replacing the golf course with development alone, the repositioning strategy uses its open space legacy as the foundation for a more connected, walkable district. Former fairways, passive turf, and isolated office parcels are reimagined as a network of streetscapes, plazas, parks, pedestrian paths, and flexible gathering spaces that bring public life into a once car-centric environment.

Led by the landscape architect, Phase 1 established The Bowl as Ballantyne's new "living room," with a retail corridor shaped by outdoor dining, seating, plazas, and walkable connections. Stream Park, located on the former 18th hole, anchors the system by converting private golf course land into a public destination with playscapes, an event lawn, pedestrian paths, and flexible seating. Together, these spaces stitch formerly fragmented parcels into a cohesive district and offer an adaptable model for suburban retrofit, where landscape becomes the framework for mixed-use growth and long-term urbanization.

CLIENT
Northwood Development

PERFORMANCE PERIOD
2019 - Present

CONTRACT AMOUNT
$1,365,460

SERVICES PROVIDED
Master Planning,
Landscape Architecture,
Civil Engineering

PROJECT TEAM
LandDesign

Firm Achievements

Select National and Local Recognitions

American Society of Landscape Architects' (ASLA)
Firm Award 2024

ASLA Florida Chapter,
Design Award, Commercial Category,
Boxi Park at Lake Nona Town Center 2026

Westside Park
Osceola County, FL

ASLA Florida Chapter, Design Award, Unbuilt Category 2026

ASLA Florida Chapter, Design Award,
Planning + Analysis Category,
West River Village Master Plan 2026

American Society of Civil Engineers East Central Branch, Sustainable Project of the Year,
District West 2026

ASLA Southeast Regional Conference, Recognition Award, Urban Design Category, Vantage South End 2026

Bell Tower Green
Salisbury, NC

ASLA Southeast Regional Conference, Merit Award 2026

ALSA North Carolina Chapter, Design Award 2025

NC Department of Commerce, Rural Economic Development Commission, Merit Award 2023

NC Main Street Awards, Best Outdoor Space Improvement 2022

ASLA Florida Chapter, Design Award,
Commercial Category, The Abbey at Aventura 2025

Charlotte Urban Design Award, People's Choice Category, Camp North End 2025

ASLA Florida Chapter, Design Award,
Planning + Analysis Category,
The Port District Master Plan 2024

Great Trails State Coalition, Impact Award,
Little Sugar Creek Greenway 2024

Charlotte Center City Partners, City Builder Award,
Charlotte Rail Trail 2024

American Institue of Architects Orlando Chapter,
Award of Honor, Winter Park Library + Events Center 2023

Ballantyne Reimagined
Charlotte, NC

NAIOP, Project of the Year, New Development 2026

ASLA North Carolina, Chapter Honor Award 2025

ABC Carolinas, Excellence in Construction 2025

Charlotte Urban Design Center, Great Suburban Design 2024

EPA and U.S. Department of Energy, Partner of the Year 2024

ENR Southeast Best Project Awards, Cultural/Worship,
Winter Park Library + Events Center 2022

American Planning Association, Award of Excellence,
Downtown Kannapolis 2022

Sustain Charlotte Sustainability Awards, Inspiring Building Project, Stevens Creek Nature Preserve 2021

City of Charlotte Urbie Award, Great Public Space,
Little Sugar Creek Greenway 2021

Public Engagement

Successful engagement is not measured by participation alone, but by whether the process helps communities **make clearer, more confident decisions about the future.**

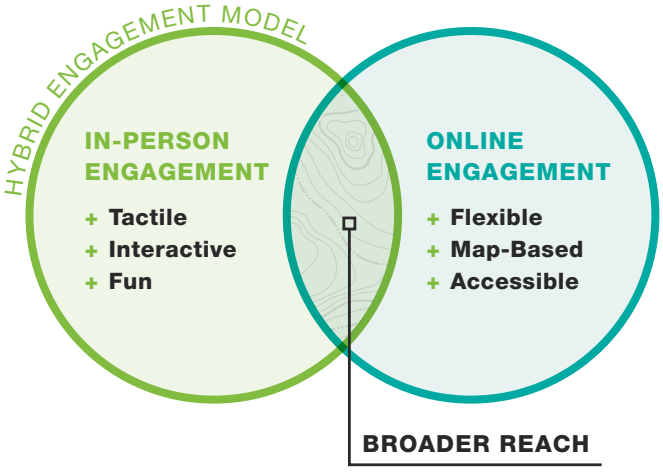
Our public engagement approach is designed not only to gather input, but to build a shared understanding around the decisions that guide planning and design. We create opportunities for community members, stakeholders, and decision-makers to participate throughout the process, ensuring feedback is informed, meaningful, and directly connected to project outcomes.

Engagement is structured as a continuous, milestone-driven process that combines listening, education, and collaboration.

Early conversations help establish project goals and community priorities, while later engagement focuses on evaluating alternatives, understanding tradeoffs, and refining recommendations. This approach builds consensus while equipping decision-makers with the information needed to guide the project as it evolves.

To support participation, we tailor engagement strategies to each project's needs using a combination of in-person and digital tools. These may include stakeholder interviews, small group meetings, public workshops, interactive mapping platforms such as Maptionnaire, online surveys, GIS-based analysis, and clear visual communication through maps, diagrams, and renderings. Together, these tools broaden participation, improve accessibility, and help connect community feedback to technical analysis.

Input from all engagement activities is synthesized throughout the process and used to inform recommendations, resulting in plans that reflect community priorities, are grounded in technical analysis, and are positioned for successful implementation.



Public Engagement

Our engagement approach has been successfully applied across a range of planning efforts, creating opportunities for meaningful participation while producing plans grounded in community priorities and supported by stakeholders.

PROJECT HIGHLIGHT
Estero Eco-Historic Master Plan

LandDesign developed a multi-phased public engagement program for the Village of Estero. The program combined community workshops, an online survey, and interactive prioritization exercises to maximize participation and build consensus around the master plan.

The process began with a visioning workshop focused on identifying community values, challenges, and aspirations before planning concepts were developed. To broaden participation, the team launched an online survey that generated more than 1,700 responses, providing statistically meaningful insight into community priorities and validating themes identified during the public workshop. As recommendations were refined, a final open house invited participants to evaluate strategies and prioritize implementation actions, helping distinguish areas of broad community support from those requiring additional discussion.

By integrating in-person engagement with digital participation, LandDesign transformed thousands of community comments into actionable planning strategies that informed the final master plan and earned support from both residents and Village leadership.

Conceptual Stormwater Analysis

LandDesign understands that the existing stormwater system is one of the defining characteristics of the former Royal Oak Golf Course and will play a critical role in shaping future redevelopment opportunities. At the master planning level, our approach focuses on understanding how existing drainage patterns, floodplain constraints, stormwater infrastructure, and environmental features influence redevelopment scenarios while identifying opportunities to improve long-term resilience, water quality, and community benefit.

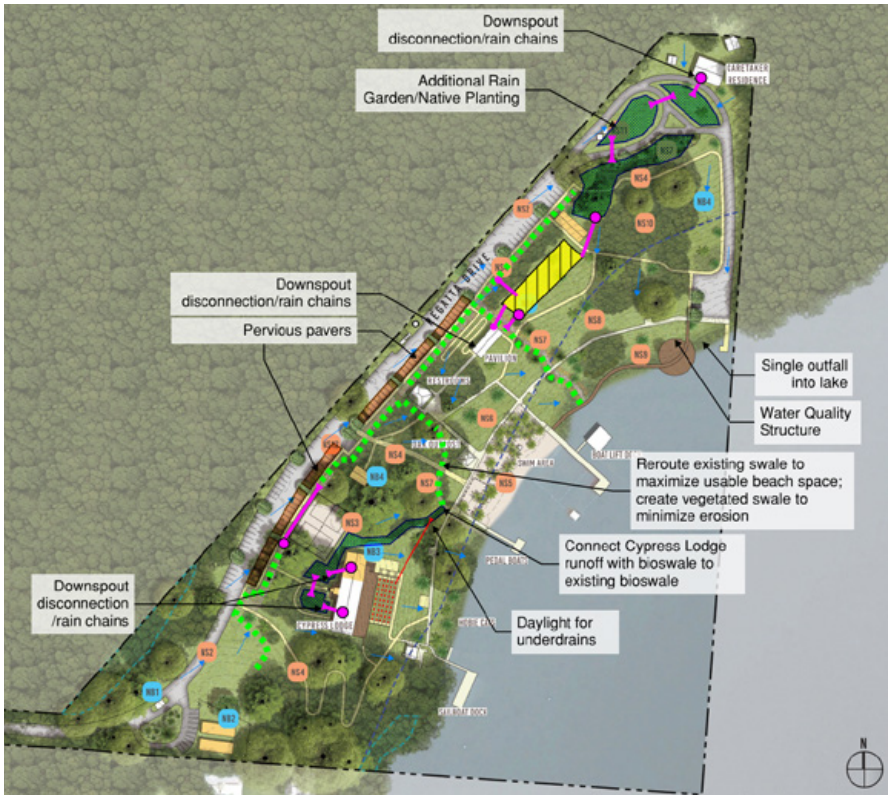
Our process begins with a comprehensive review of available information, including previous drainage studies, floodplain mapping, topographic information, soils, available utility information, existing stormwater infrastructure, outfalls, and available hydraulic and hydrologic data. This technical due diligence establishes the engineering framework for the planning process and allows the team to identify development opportunities, infrastructure constraints, and areas requiring additional investigation as the project advances.

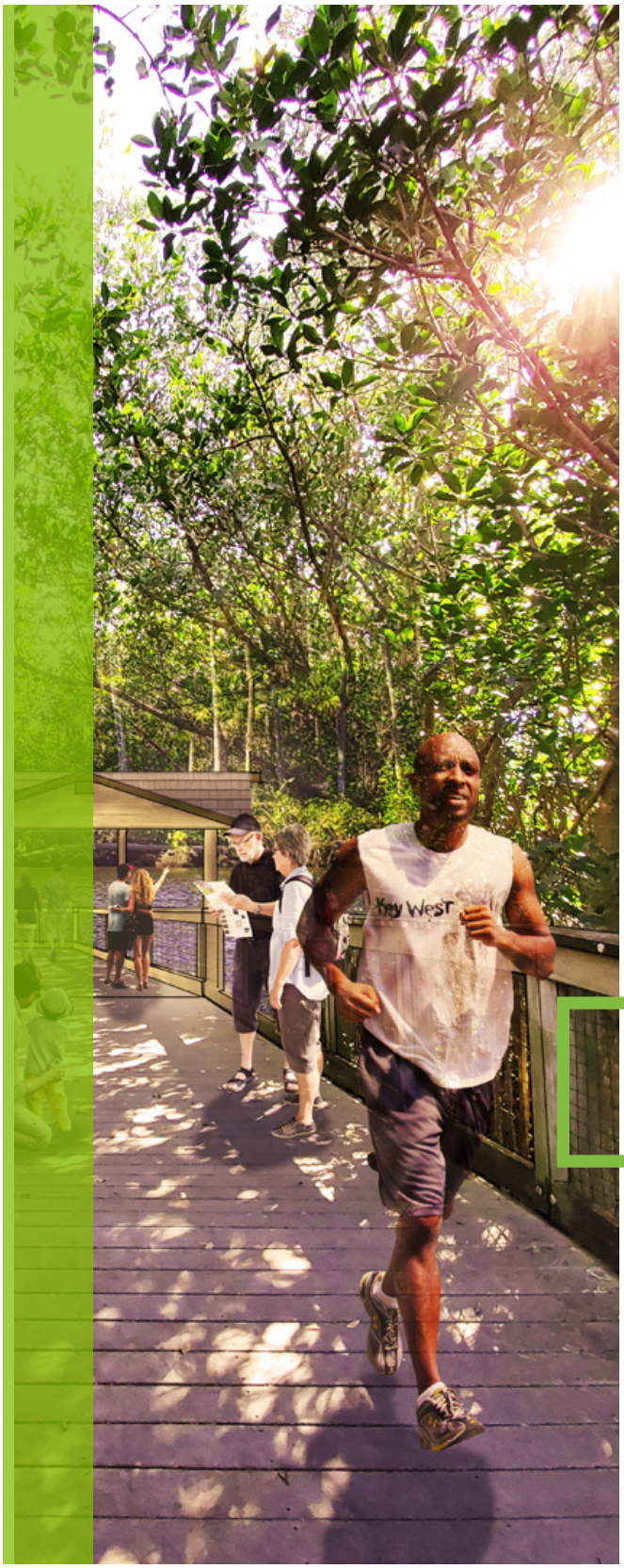
Rather than evaluating stormwater independently from the planning process, LandDesign integrates engineering analysis into redevelopment scenario development. As conceptual site plans evolve, our engineers evaluate how each redevelopment scenario may influence existing drainage patterns, flood storage, stormwater conveyance, infrastructure needs, and compatibility with the surrounding neighborhoods. This iterative process allows planning and engineering decisions to evolve together, ensuring redevelopment concepts remain both visionary and technically feasible.

Following selection of a preferred redevelopment scenario, LandDesign will prepare conceptual stormwater strategies that support the recommended master plan. Opportunities may include preserving or enhancing existing drainage functions, improving water quality, integrating regional stormwater facilities, utilizing natural systems where appropriate, and creating multifunctional stormwater features that serve as community amenities through parks, recreation, trails, and open space.

PROJECT HIGHLIGHT
Lake Wauburg Master Plan

LandDesign is providing landscape architecture and civil engineering services for the master planning, feasibility, and conceptual design of the University of Florida's Lake Wauburg property in Micanopy, FL. This off-site outdoor recreation facility and lodge serves students, faculty, staff, and the surrounding community across approximately 85 acres. As part of the master plan, the team evaluated existing drainage patterns and developed integrated stormwater strategies to improve water quality, reduce erosion, and enhance long-term site resilience. The design incorporates rain gardens, native planting, pervious paving, coordinated downspout collection, rerouted and vegetated swales, and improved outfalls to better manage runoff while supporting the site's recreational landscape.





TAB SIX

Project Understanding and Approach

The Port District Master Plan | Port St. Lucie, FL

+ National Leaders in Master Planning, Landscape Architecture, and Civil Engineering

LandDesign is an award-winning planning, urban design, landscape architecture, and civil engineering firm with 47 years of experience providing world-class consulting services that create vibrant and sustainable places. Since 1978, we have proudly supported public and private clients to champion their vision, uncover innovative solutions, and implement ideas that create places that stand the test of time. We believe that every project, site, and client present a unique set of circumstances through which we have a responsibility to create value—there is no room for ego in our work.

Our firm has a successful history leading the planning, design, and implementation of public realm improvements that promote equity, celebrate community, and leave a lasting impact. We understand the important role of public infrastructure in promoting the social, physical, and mental well-being of a community; spurring economic development; and positioning a community for smart, sustained growth.

SIZE OF ORGANIZATION
262 Employees

LOCATION OF OFFICE TO PERFORM WORK
100 S Orange Avenue, Suite 200
Orlando, FL 32801

SERVICES + EXPERTISE PROVIDED
Open Space Planning + Design
Greenway Planning + Design
Horticulture
Placemaking + Programming
Visualization
GIS Analysis
Community Engagement
Public-Private-Partnerships
Construction Phase Services

American Society of Landscape Architects Firm Award Recipient 2024

In 2024, LandDesign received the American Society of Landscape Architect's Firm Award. As the highest recognition a firm can receive by ASLA, the Firm Award is a testament to the integrated practice we have built, our diverse portfolio of work, and history of multi-generational leadership.

We have built a diverse and dynamic practice, and have worked diligently to keep great design and client service at the heart during growth. We have remained true to how we are unique in the industry—delivering exceptional design as a multidisciplinary firm. Our integrated practice—landscape architects and civil engineers working together—is what makes us unique and why we continue to operate five decades later.

Boxi Park | Orlando, FL

+ A team balanced by design.

We take pride in supporting the **open space experience in this region.** We collaborate throughout the process to ensure that **every goal is met and every viewpoint is considered.**

Project Understanding

More than a feasibility study, LandDesign views this effort as a collaborative visioning and master planning process that will establish a long-term direction for the future of the former Royal Oak Golf Course. Through a transparent, community-driven process, our interdisciplinary team will develop and evaluate redevelopment scenarios that balance community aspirations with technical feasibility. Planning and engineering analyses—including drainage and stormwater basin review, floodplain evaluation, concurrency analysis, and infrastructure assessment—will provide the technical foundation for informed decision-making, ensuring that each scenario recognizes adjacent uses, compatibility issues, existing constraints, and the long-term costs and benefits to the City. The result will be a practical planning document that provides the City with clear redevelopment strategies to guide future investment and decision-making.

Project Approach

Visioning and Community Engagement

LandDesign believes meaningful public participation should shape the planning process from the outset. Following project initiation, we will facilitate a collaborative kickoff meeting and visioning session with City staff to confirm project goals, redevelopment objectives, evaluation criteria, project milestones, communication protocols, and the overall planning process. During this meeting, we recommend establishing recurring bi-weekly or monthly project coordination meetings to review progress, discuss technical findings, coordinate public engagement activities, and confirm next steps throughout the study.

Consistent with the RFQ, LandDesign recommends conducting the first community workshop prior to preparing any redevelopment scenarios. Rather than presenting predetermined concepts, this workshop will focus on listening—understanding neighborhood values, community concerns, desired outcomes, and opportunities for the future of Royal Oak. Interactive exercises, mapping activities, visual preference surveys, and opportunities for anonymous input will encourage meaningful participation and establish a transparent planning process. An optional online survey can supplement the in-person workshop to broaden participation and ensure all community voices have an opportunity to contribute.

Community input gathered through the visioning process will become the foundation for scenario-driven analysis, ensuring redevelopment alternatives are community-informed rather than community-reviewed after the fact.

Stakeholder Coordination

We believe successful redevelopment planning begins with identifying and engaging the appropriate stakeholders early in the process. During the kickoff meeting, we will work with the City Project Manager to identify stakeholder groups and establish an engagement strategy that reflects the interests and perspectives of the Royal Oak community.

Stakeholders will likely include adjacent neighborhood associations and residents, community organizations, property owners, developers, City staff from multiple departments, elected officials, regulatory agencies, and other interested parties identified by the City.

Together with City staff, we will establish a stakeholder contact list, identify appropriate engagement methods for each audience, and maintain regular communication throughout the project to ensure planning, engineering, and public engagement efforts remain closely aligned.

Technical Due Diligence + Existing Conditions Assessment

Concurrent with the visioning process, LandDesign's planning and engineering team will conduct a comprehensive review of existing conditions to understand both opportunities and constraints that may influence future redevelopment.

Our technical due diligence will include a review of available public records, previous studies, Comprehensive Plan policies, land development regulations, utility information, transportation systems, and concurrency requirements. Particular emphasis will be placed on evaluating available floodplain mapping, historic drainage patterns, existing stormwater infrastructure, basin characteristics, and available hydraulic and hydrologic information associated with the former golf course and surrounding neighborhoods.

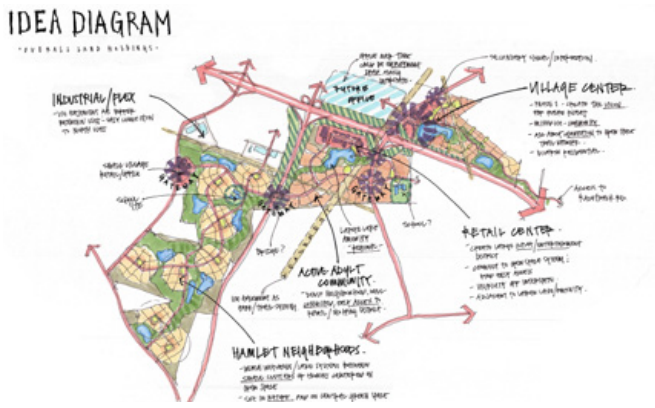
This early assessment establishes the technical framework for redevelopment scenario development by identifying development opportunities, infrastructure constraints, and potential permitting considerations before alternatives are prepared. Rather than viewing floodplain and stormwater systems solely as constraints, LandDesign will identify opportunities to preserve and enhance drainage functions while integrating resilient stormwater infrastructure, recreation, and open space into future redevelopment concepts.

Redevelopment Scenarios and Evaluation

Building upon the community vision and technical due diligence, LandDesign will prepare multiple redevelopment scenarios that evaluate a range of residential, recreation, preservation, and mixed-use opportunities appropriate for the Royal Oak property. Each scenario will be evaluated through both a planning and engineering lens, considering land use compatibility, stormwater basin performance, hydraulic and hydrologic implications, infrastructure capacity, concurrency, implementation feasibility, and the immediate and long-term costs and benefits to the City.

At the master planning level, LandDesign believes costs and benefits should be evaluated at an order-of-magnitude level to support informed decision-making rather than detailed financial forecasting. For each redevelopment scenario, we will compare anticipated infrastructure improvements, stormwater enhancements, public open space requirements, transportation needs, and estimated capital investment. Potential public and private economic benefits—including property tax generation, impact fees, private investment, and broader economic activity—will be evaluated alongside the public investment required for parks, open space, stormwater infrastructure, mobility improvements, and other community amenities.

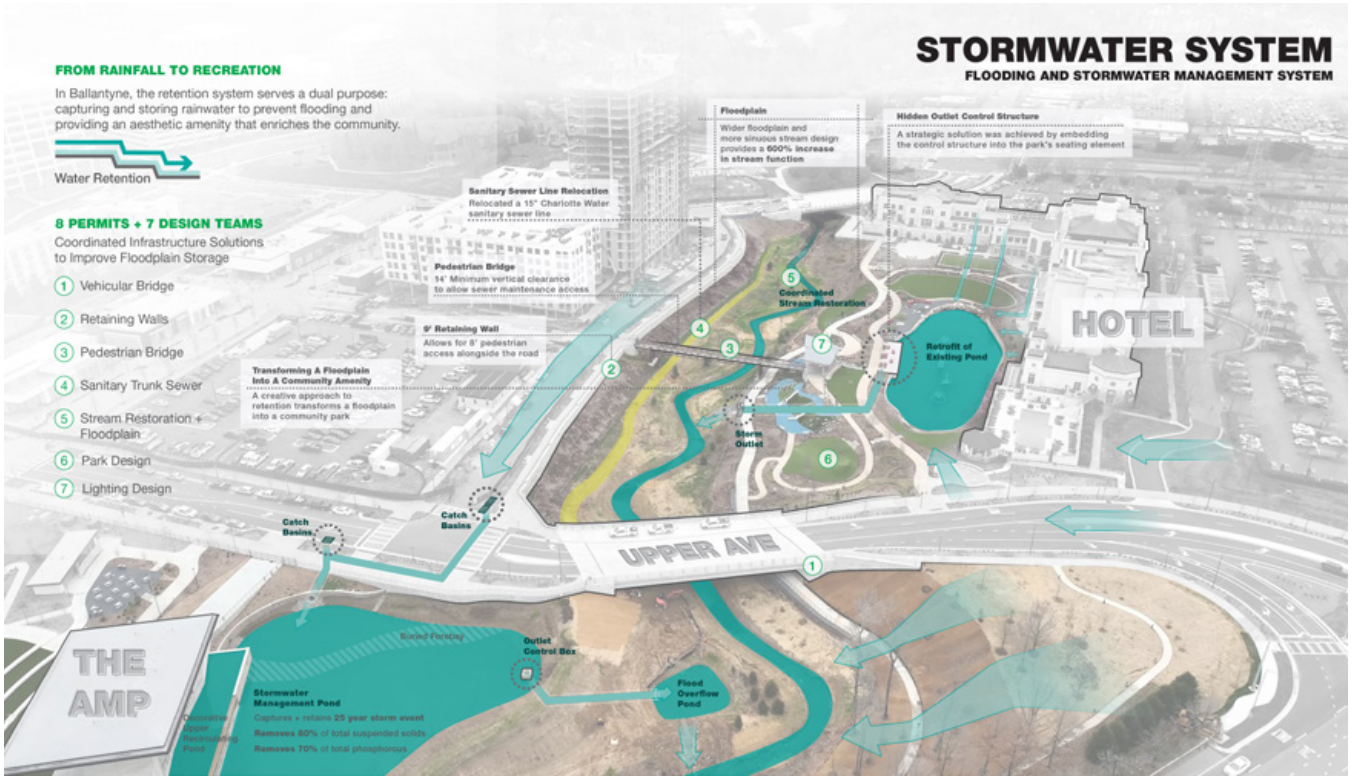
LandDesign recognizes that the value of a redevelopment scenario extends beyond financial metrics alone. Community character, neighborhood compatibility, environmental stewardship, resilience, recreational opportunities, quality of life, and public support are equally important considerations. Likewise, the "cost" of a scenario may include not only capital expenditures, but community acceptance, political feasibility, implementation complexity, and long-term stewardship responsibilities. Our goal is to present each redevelopment scenario using a consistent evaluation framework that clearly communicates its opportunities, constraints, costs, benefits, and implementation needs.



Consensus Building

To further build consensus throughout the planning process, LandDesign recommends an optional series of individual informational briefings with City Council members between the first and second community workshops, coordinated through the City Project Manager. This approach provides an opportunity to answer questions, understand policy priorities, and ensure redevelopment scenarios are responsive to both community input and City objectives before identifying a preferred alternative. LandDesign successfully employed this strategy during both the Estero Eco-Historic Master Plan and Parkland Town Center Master Plan, helping establish alignment prior to final recommendations.

The second community workshop will focus on presenting the redevelopment scenarios developed in partnership with City staff and informed by the initial visioning workshop, stakeholder input, technical analysis, and optional online survey. Participants will be invited to evaluate the advantages and tradeoffs of each scenario and provide feedback on community preferences, land use compatibility, recreation, mobility, open space, and stormwater strategies. This feedback will directly inform refinement of the preferred redevelopment scenario and the recommended courses of action.



Preferred Redevelopment Strategy + Implementation

Following refinement of the preferred redevelopment scenario, LandDesign will prepare recommended strategies that integrate community input, planning analysis, engineering evaluation, and feasibility findings into a clear framework.

At this stage, our engineering team will advance more detailed conceptual stormwater and drainage strategies specifically aligned with the preferred concept plan. Rather than evaluating stormwater independently of the planning process, LandDesign develops infrastructure recommendations that support the selected land use framework, improve overall system performance where feasible, preserve historic drainage functions, and identify opportunities for integrated stormwater, recreation, and open space solutions.

The final study will provide redevelopment scenarios, recommended strategies, conceptual stormwater recommendations, implementation priorities, potential Comprehensive Plan and Land Development Regulation considerations, funding opportunities, and a clear roadmap for future decision-making by City staff and City Council.

In addition to identifying a preferred redevelopment scenario, LandDesign will outline the immediate next steps necessary to advance the master plan toward implementation. Depending on the selected concept, these recommendations may include geotechnical investigations, wetland delineations, environmental assessments, utility capacity analyses, or other technical studies needed to support future entitlement and design efforts.

We will recommend an initial pre-application meeting with City staff and regulatory agencies, as appropriate, to confirm permitting requirements, identify potential constraints early, and establish a clear path forward.

Civil Considerations – Permitting Agencies

LandDesign recognizes that future redevelopment of the Royal Oak property will require coordination with multiple regulatory agencies, including the St. Johns River Water Management District (SJRWMD), Florida Department of Environmental Protection (FDEP), and FEMA, depending on the preferred redevelopment scenario and associated improvements. While this study is not intended to advance permitting, we believe it is important to identify regulatory considerations early so they can inform the master planning process and reduce implementation risk.

As part of the implementation strategy, LandDesign recommends scheduling an initial pre-application meeting with SJRWMD following development of the preferred redevelopment scenario. This meeting would provide an opportunity to review the conceptual site plan, discuss anticipated Environmental Resource Permit (ERP) requirements, identify potential permitting constraints, and confirm expectations for future design phases. Early coordination can help the City better understand current regulatory requirements, including evolving water quality treatment and nutrient removal criteria, floodplain considerations, and stormwater management expectations before significant design resources are committed.

Recognizing that this study serves as a roadmap for future redevelopment rather than a final engineering design, our conceptual stormwater analysis will identify permitting considerations, implementation milestones, and recommended next steps necessary to advance the preferred master plan. These recommendations may include future hydraulic and hydrologic modeling, geotechnical investigations, wetland delineations, environmental assessments, utility capacity analyses, and other technical studies needed to support future entitlement, permitting, and detailed engineering design.

Project Management

AVAILABLE RESOURCES

Our key staff will have 30% to 60% of their time to commit to this project. LandDesign has internally identified additional staff who can be made available as needed. All LandDesign team members have 24 hour-7 day a week cell phone availability and can be contacted at any time; and all LandDesign team members have the ability to remotely log in to their computers and access all files, documentation, and software programs during non-business work hours.

COMMUNICATION

Frequent and open communication will ensure that project issues are minimized, which is critical to completing the project on time. Project leaders are committed to two types of project management communications:

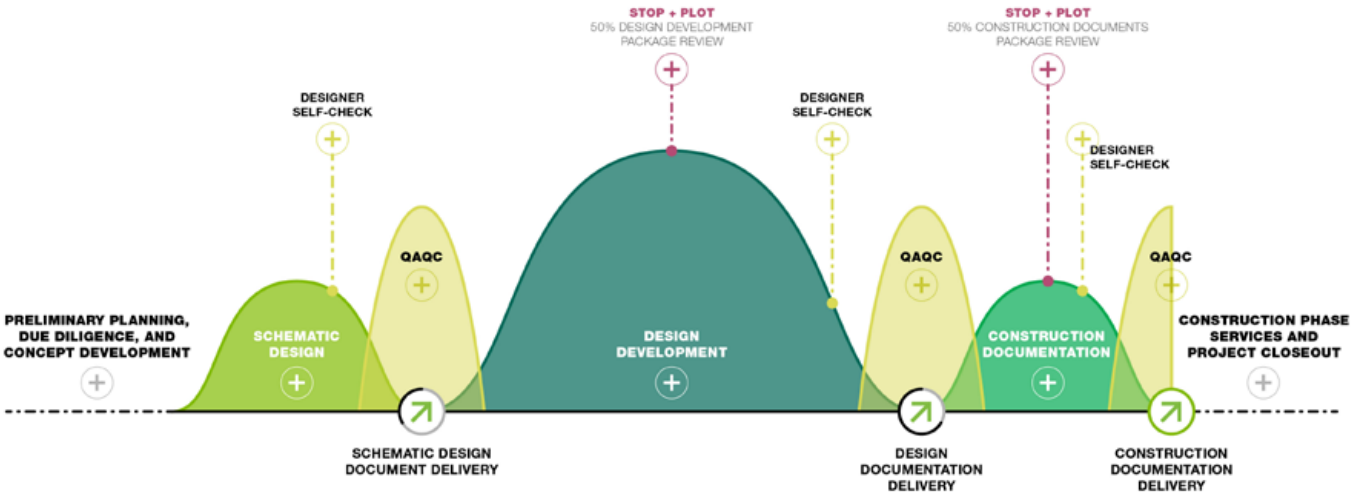
- Project leaders will convene internal team meetings and conference calls with the team members to address any issues pertaining to the execution of the scope of work. Project leaders will be able to take appropriate corrective action if any team members are experiencing difficulty.
- Project leaders will conduct brief, bi-weekly teleconferences with the City to ensure the regular communication allows for a discussion and resolution of any project issues before such issues can affect the schedule, team performance, product quality, or other measures of success.

PROJECT CHALLENGES + QUALITY ASSURANCE

LandDesign recognizes that the future of the former Royal Oak Golf Course is a project of significant community interest, with a variety of perspectives regarding the property's future use. Previous redevelopment discussions have generated strong public interest, making transparency, trust, and meaningful engagement essential to the project's success.

Our team believes the best way to address these challenges is by taking a "listen first" approach. Rather than beginning with preconceived redevelopment concepts, we will begin by understanding community values, concerns, and aspirations through early visioning, stakeholder engagement, and meaningful dialogue. This foundation allows redevelopment scenarios to evolve from community input and technical analysis, fostering trust and creating a more transparent decision-making process.

LandDesign's interdisciplinary team of planners, landscape architects, civil engineers, and public engagement specialists will work collaboratively under the leadership of a dedicated Project Manager who will serve as the City's single point of contact. Recommendations will be data-driven and developed in accordance with applicable Florida Statutes, Comprehensive Plan policies, Land Development Regulations, and accepted planning and engineering practices. All deliverables will undergo LandDesign's interdisciplinary quality assurance and quality control process prior to submission.



Through each stage of design we pause for QAQC. This allows the process to be a learning opportunity and teaches us how to ask the right questions at the right time.

RISK:
What risks and liabilities need to be identified?

INTENT:
Does the design communicate the original intent?

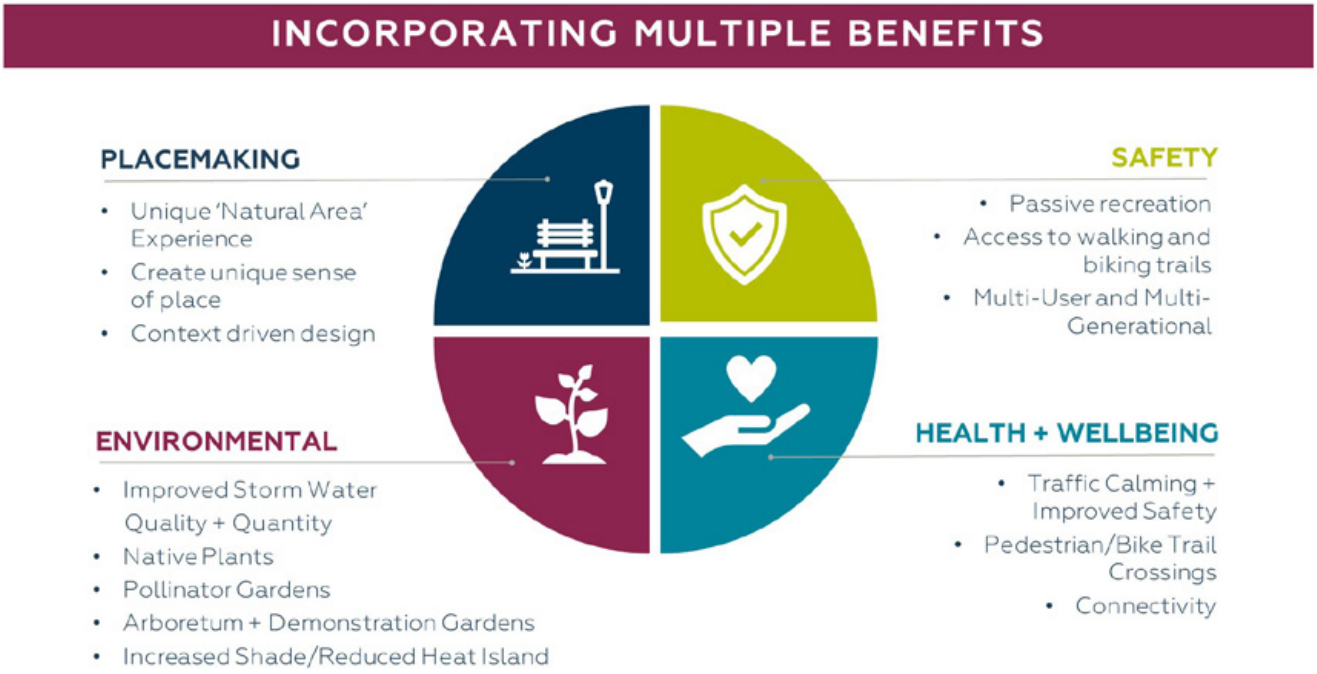
FOCUS ELEMENTS:
What is most important at this particular phase?

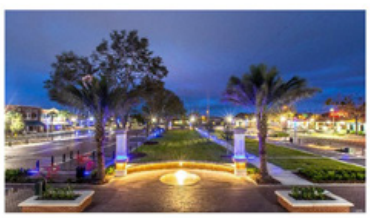
Curiosity and uncommon collaboration fuel our culture and drive ideas that continuously improve our practice and the people who are part of it.

CREATIVITY + INNOVATION

We often find that multiple benefits can be achieved through innovative site solutions during the design process and can be carried through to implementation. In each project we look to integrate the cultural and social context of the site into the project and allow it to inform design direction. As a result, our projects provide value to the surrounding community through unique and timeless design solutions.

Our designed environments are functionally inviting, focused on detail, and influenced by our commitment to sustainability. Our emphasis on sustainability is not only environmentally focused but focused upon the maintenance requirements and lifespans of the project features. We believe that outdoor spaces should be inherently sustainable culturally and socially through connectivity and character—regardless of ability, income, and ethnicity. Careful consideration of the end users of our projects is integral to our designs and we provide inclusive environments which engage visitors and tell a story.





Project Schedule

LandDesign will complete the study within the City's 6-month project schedule through a phased process of project initiation, visioning, technical due diligence, redevelopment scenario development, preferred strategy refinement, and final presentation to City Council. Deliverables will include:

- Summaries of public input following each workshop
- Redevelopment scenarios supported by planning and engineering analysis
- Evaluation of costs and benefits
- Conceptual stormwater recommendations
- Recommended implementation strategies
- Presentation materials for City Council consideration

Throughout the project, we will maintain regular communication with City staff to ensure community input, technical analysis, and policy direction are integrated into each phase of the planning process. We recommend establishing recurring bi-weekly or monthly project coordination calls with the City Project Manager and core project team. This collaborative approach allows decisions to be made efficiently, minimizes rework, and ensures the final study reflects both community priorities and the City's redevelopment objectives.

Based on our experience leading community-driven redevelopment and master planning initiatives of similar scale, we recognize that meaningful public engagement requires adequate time for meeting scheduling, outreach, public notification, and incorporation of community feedback into the planning process. Given the size of the Royal Oak property, the level of public interest anticipated, and the scope of technical analysis outlined in the RFQ, we believe a 7- to 8-month planning process would allow for a more robust and collaborative outcome, should the City have flexibility in the overall schedule.

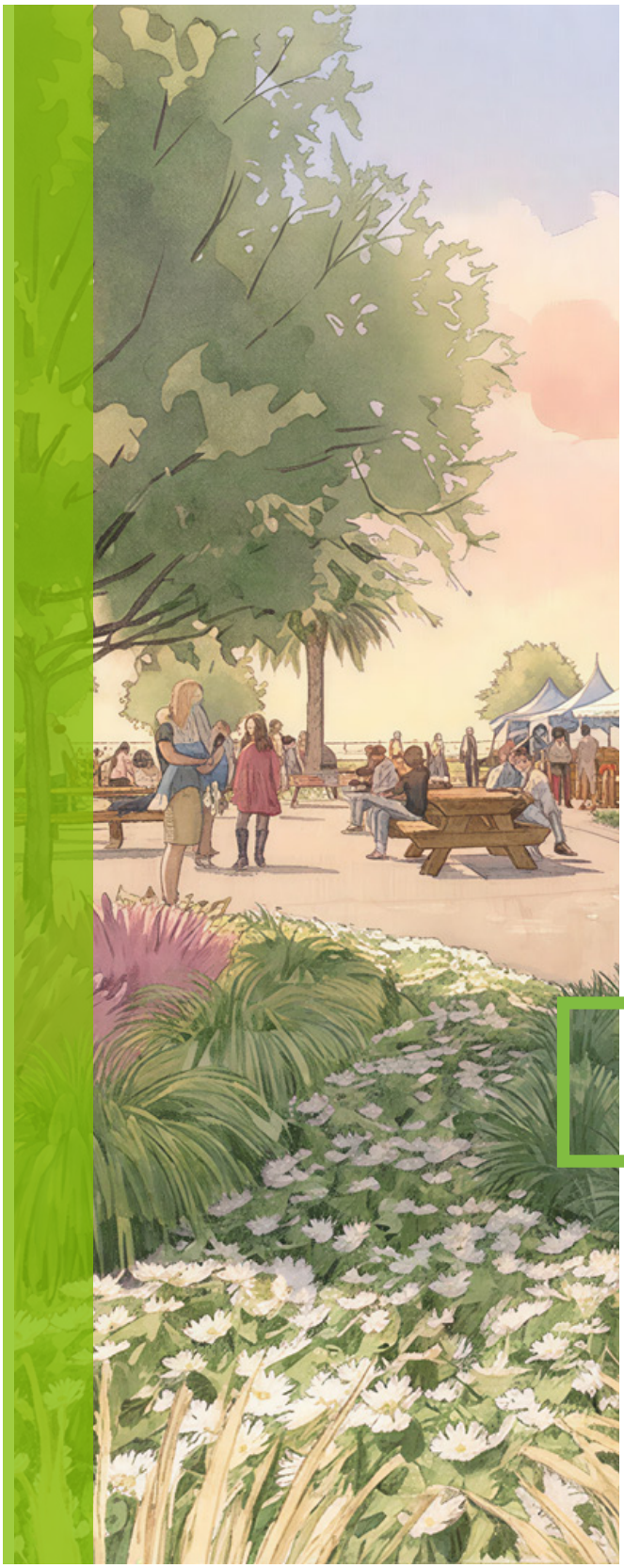
An extended schedule would provide additional opportunities to strengthen community participation through optional engagement tools such as an online survey and individual informational briefings with City Council members, coordinated through the City Project Manager. Should the City determine that the 6-month schedule must be maintained, LandDesign will tailor our approach accordingly while prioritizing the required community workshops, technical due diligence, and redevelopment scenario evaluation to deliver a comprehensive master plan within the timeframe.

	ESTIMATED DURATION
PHASE 1: PROJECT INITIATION	
Kickoff meeting, establish communication protocols, review available information, confirm project goals, schedule recurring coordination meetings	2 weeks
PHASE 2: VISIONING + EXISTING CONDITIONS	
Technical due diligence, floodplain and stormwater review, site reconnaissance, stakeholder interviews, first community workshop, optional online survey	6 weeks
PHASE 3: REDEVELOPMENT SCENARIO DEVELOPMENT	
Prepare and evaluate redevelopment scenarios, planning and engineering analysis, costs and benefits assessment, optional City Council briefings	8 weeks
PHASE 4: PREFERRED SCENARIO + IMPLEMENTATION STRATEGY	
Refine preferred concept, prepare conceptual stormwater strategies, second community workshop, finalize recommendations and implementation roadmap	6 weeks
PHASE 5: FINAL STUDY + CITY COUNCIL PRESENTATION	
Final report, presentation materials, City Council workshop/presentation, project closeout	4 weeks

Capacity + Workload

LandDesign currently has and foresees having adequate capability to fulfill this project. Based on our current staffing and projected workloads, the team is confident we can devote all necessary staff and resources to meet the response times as detailed in the RFP for any and all proposed tasks.

Key Team Member	Project Role	Other Project Commitments	% of Availability
Anie Delgado	Urban Planner	St. Pete Trails Crossing Master Plan Village of Estero Eco-Historic Master Plan Osceola County Parks & Rec Master Plan St. Luke's Master Plan	50%
Carrie Read	Project Manager + Lead Designer	Brightwater Estate Park + Event Venue Westside Park Hilliard Isle Town Center Rowell's Waterfront Park	50%
Chad Kovaleski	Master Planner	Southshore Town Center Hilliard Isle Town Center Parkland Town Center Bella Collina Projects Sunbridge Neighborhood E Master Planning Trojena Village	40%
Brian Forster	Partner-in-Charge + Technical Manager	Magnifica Hartzog Road Attainable Housing Sand Lake Mixed-Use	20%
Brian Warren	Project Civil Engineer	Rollins Innovation Triangle Mansion at Bella Collina Project Aero Nona West Phase 2	40%
Jason Rostek	Technical QA/QC: Civil Engineering	Sunbridge Jack Brack Extension and Commercial Corner USF Football Stadium South Goldenrod Townhomes	35%
Kristen Sweatland	Technical QA/QC: Landscape Architecture	Project Sparrow The Park Miramar Santander Office Tower Four Seasons Highrise and Villas Seven Oaks Park	40%
Beth Poovey	Open Space Vision + Public Engagement	Eastland Park Reconnecting the West End Bryant Park	35%



TAB SEVEN

RFQ Solicitation Response Required Documents

Indialantic Boardwalk + Pedestrian Improvements | Indialantic, FL

Corporate Standing

State of Florida
Department of State

I certify from the records of this office that LANDDESIGN, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on September 9, 2013.

The document number of this corporation is F13000003913.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on January 27, 2026, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-seventh day of January, 2026

Secretary of State

Tracking Number: 4002682104CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Corporate Standing

NORTH CAROLINA
Department of the Secretary of State

CERTIFICATE OF EXISTENCE
(PROFESSIONAL CORPORATION)

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify that

LANDDESIGN, INC.

is a professional corporation duly incorporated under the laws of the State of North Carolina, having been incorporated on the 9th day of March, 1988, with its period of duration being Perpetual.

I FURTHER certify that the said corporation's articles of incorporation are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation is not administratively dissolved for failure to comply with the provisions of the North Carolina Business Corporation Act; that the said corporation's certificate of registration is not suspended or revoked by their licensing board; and that the said corporation has not filed articles of dissolution as of the date of this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 21st day of January, 2026.

Elaine F. Marshall

Secretary of State

Scan to verify online.

Certification# 125904240-1 Reference# 23708789- Page: 1 of 1
Verify this certificate online at https://www.sosnc.gov/verification

Corporate Standing

2026 FOREIGN PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 27, 2026
Secretary of State
4002682104CC

DOCUMENT# F13000003913

Entity Name: LANDDESIGN, INC.

Current Principal Place of Business:

223 N. GRAHAM STREET
CHARLOTTE, NC 28202

Current Mailing Address:

P.O. BOX 36959
CHARLOTTE, NC 28236 US

FEI Number: 56-1602942

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	VP/D
Name	WAUGH, RAYMOND R
Address	100 S. ORANGE AVENUE SUITE 700
City-State-Zip:	ORLANDO FL 32801

Title	VP, DIRECTOR
Name	CLARK, MATTHEW
Address	200 S. PEYTON ST.
City-State-Zip:	ALEXANDRIA VA 22314

Title	VP, DIRECTOR
Name	VOGEL, KEVIN
Address	223 N. GRAHAM STREET
City-State-Zip:	CHARLOTTE NC 28202

Title	VP, DIRECTOR
Name	DOOLITTLE, NATHAN
Address	223 N. GRAHAM STREET
City-State-Zip:	CHARLOTTE NC 28202

Title	VP, DIRECTOR
Name	PANKIEWICZ, STEPHANIE
Address	200 S. PEYTON ST.
City-State-Zip:	ALEXANDRIA VA 22314

Title	PRESIDENT, DIRECTOR
Name	CROCKER, RHETT
Address	223 N. GRAHAM STREET
City-State-Zip:	CHARLOTTE NC 28202

Title	VP, DIRECTOR
Name	PETERSHEIM, RICHARD
Address	223 N. GRAHAM STREET
City-State-Zip:	CHARLOTTE NC 28202

Title	CFO
Name	STEPHENSON, DAWN
Address	P.O. BOX 36959
City-State-Zip:	CHARLOTTE NC 28236

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DAWN STEPHENSON — CFO — 01/27/2026

Electronic Signature of Signing Officer/Director Detail — Date

Corporate Standing

Officer/Director Detail Continued :

Title	VP, DIRECTOR
Name	CANAMAR CLARK, GABRIELA
Address	200 S. PEYTON STREET
City-State-Zip:	ALEXANDRIA VA 28202

Title	SECRETARY
Name	KOVALESKI, CHAD RICHARD
Address	P.O. BOX 36959
City-State-Zip:	CHARLOTTE NC 28236

Title	VP, DIRECTOR
Name	TOOLEY, KENNETH SHAUN
Address	P.O. BOX 36959
City-State-Zip:	CHARLOTTE NC 28236

Title	VP
Name	POHLMANN, ERIC
Address	P.O. BOX 36959
City-State-Zip:	CHARLOTTE NC 28236

Title	VP, DIRECTOR
Name	MARTIN, BRENT
Address	1360 WALNUT STREET, SUITE 102
City-State-Zip:	BOULDER CO 80302

Title	VP, DIRECTOR
Name	MCMAHAN, FRANK
Address	P.O. BOX 36959
City-State-Zip:	CHARLOTTE NC 28236

Title	VP
Name	HENDRICK, HETH
Address	PO BOX 36959
City-State-Zip:	CHARLOTTE NC 28236

Title	VP
Name	FORSTER, BRIAN
Address	P.O. BOX 36959
City-State-Zip:	CHARLOTTE NC 28236

Sub-Contractors

No subcontracting of any kind will be utilized on this project.

Local Business Tax Receipt

2025 - 2026

CITY OF ORLANDO
PERMITTING SERVICES

Local Business Tax Receipt

(Formerly known as "Business License " changed per state law HB1269-2006)

NOTICE-THIS TAX RECEIPT ONLY EVIDENCES PAYMENT OF THE LOCAL BUSINESS TAX PURSUANT TO CH.205, FLORIDA STATUTES. IT DOES NOT PERMIT THE HOLDER TO OPERATE IN VIOLATION OF ANY CITY, STATE, OR FEDERAL LAW. CITY PERMITTING MUST BE NOTIFIED OF ANY MATERIAL CHANGE TO THE INFORMATION FOUND HEREIN BELOW. THIS RECEIPT DOES NOT CONSTITUTE AN ENDORSEMENT OR APPROVAL OF THE HOLDER'S SKILL OR COMPETENTCY.

Business Name
LANDDESIGN INC
PO BOX 36959
CHARLOTTE, NC 28236

Case Number: BUS-1001234

Issued Date: 08/05/2025

Expiration Date: 09/30/2026

Business Owner
LANDDESIGN INC.

Business Location
100 S ORANGE AVE STE 200
ORLANDO, FL

Business type(s):

Description	Year
PROFES 8011 PROFES FIRM/OFFICE	2026

CITY OF ORLANDO
PERMITTING SERVICES

Local Business Tax Receipt
City Hall, 400 South Orange Avenue, First Floor
Post Office Box 4990
Orlando, Florida 32802-4990

Phone: 407.246.2204 Fax: 407.246.3420

Email: businesstax@orlando.gov

Prompt! Interactive Voice Response System: 407.246.4444
Visit our website: orlando.gov/permits

Key Personnel Licensure

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

READ, CARRIE E

100 S. ORANGE AVE.
SUITE 200
ORLANDO FL 32801

LICENSE NUMBER: LA6667316

EXPIRATION DATE: NOVEMBER 30, 2027

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/07/2025

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.

Key Personnel Licensure

This certificate hereby qualifies

Anielle Delgado, AICP

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: **31020**

James M. Drinan, JD
Executive Director

Deborah Lawlor, FAICP, PP
President

The American Planning Association's Professional Institute
American Institute of Certified Planners
Making Great Communities Happen

Key Personnel Licensure

Related License Information

Licensee

Name	KOVALESKI, CHAD RICHARD	**License Number**	LA6667537
Rank	Registered Landscape Architect	**License Expiration Date**	11/30/2027
Primary Status	Current	**Original License Date**	04/05/2021
Secondary Status	Active		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
	Current	LANDDESIGN, INC.	Landscape Architect	01/26/2022	Landscape Architecture Business Info	

Key Personnel Licensure

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

WARREN, BRIAN HOWARD

7630 BLUEJACK OAK DRIVE
WINTER GARDEN FL 34787

LICENSE NUMBER: PE83521

EXPIRATION DATE: FEBRUARY 28, 2027

Always verify licenses online at MyFloridaLicense.com

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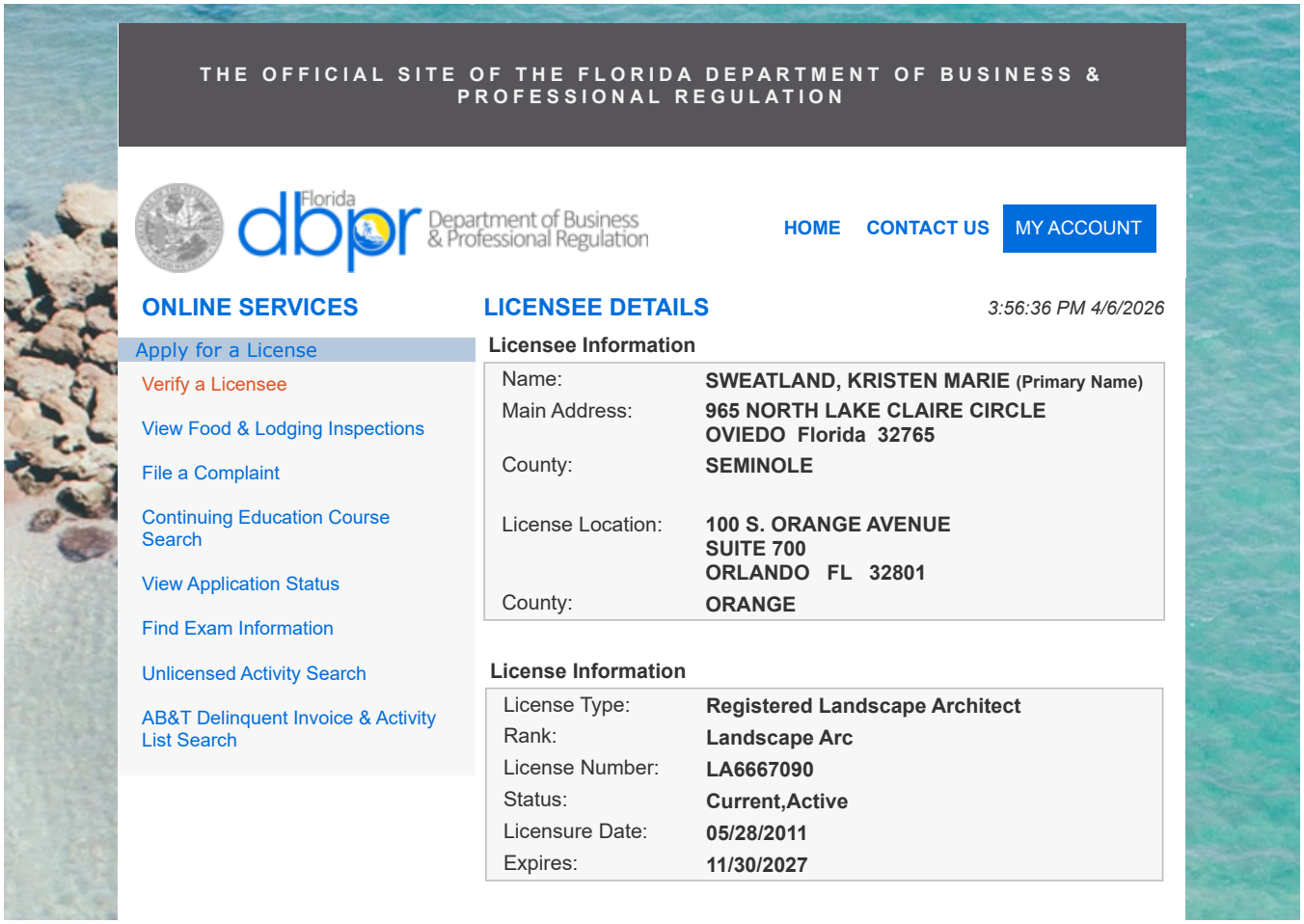
Key Personnel Licensure



THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- Apply for a License
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- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS *3:56:36 PM 4/6/2026*

Licensee Information

Name:	**SWEATLAND, KRISTEN MARIE (Primary Name)**
Main Address:	**965 NORTH LAKE CLAIRE CIRCLE OVIEDO Florida 32765**
County:	**SEMINOLE**
License Location:	**100 S. ORANGE AVENUE SUITE 700 ORLANDO FL 32801**
County:	**ORANGE**

License Information

License Type:	**Registered Landscape Architect**
Rank:	**Landscape Arc**
License Number:	**LA6667090**
Status:	**Current,Active**
Licensure Date:	**05/28/2011**
Expires:	**11/30/2027**

Key Personnel Licensure

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

FORSTER, BRIAN P

1200 AUDUBON PLACE
ORLANDO FL 32804

LICENSE NUMBER: PE62461

EXPIRATION DATE: FEBRUARY 28, 2027

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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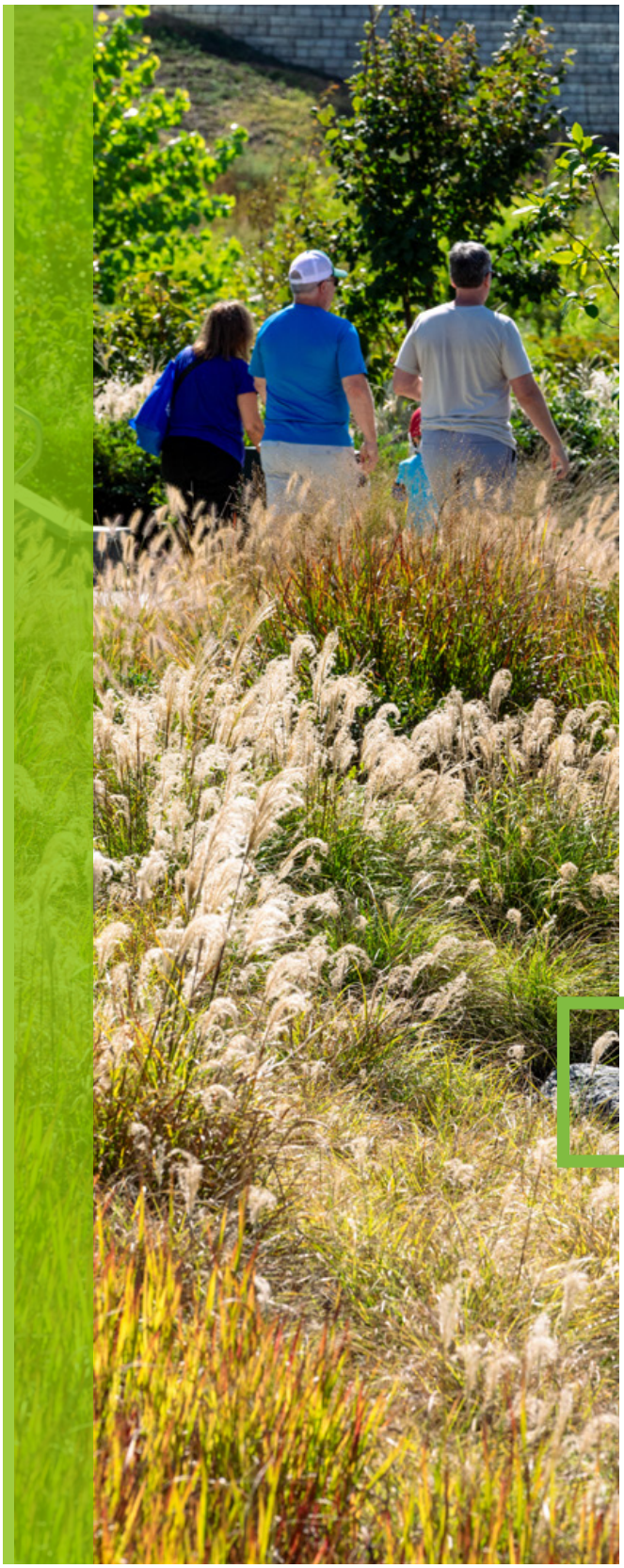


TAB EIGHT

Required Forms

Stream Park | Charlotte, NC

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

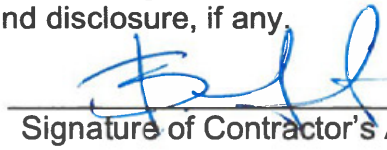
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor LandDesign, Inc. certified or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Brian Forster, PE | Managing Partner

Name and Title of Contractor's Authorized Official

07.06.2026

Date

ATTACHMNET B

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): 56-1602942

Brian Forster, PE	Managing Partner	
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant

LandDesign, Inc.	07.06.2026
Name of Contractor	Date

100 S Orange Avenue, Suite 200	FL	32801
Address of Contractor	State	Zip Code

Notary Public Information

STATE OF FL
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization,

this 6th day of July, 2026 (year), by Brian Forster (name of person acknowledging).

Tanya Ambrose	Tanya Ambrose
(Print, Type, or Stamp Commissioned Name of Notary Public)	(Signature of Notary Public)

Personally Known ☑ OR Produced Identification ☐ Type of Identification
Produced N/A

Notary Public State of Florida
Tanya Ambrose
My Commission HH 457581
Expires 2/19/2028

ATTACHMENT C

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 LandDesign, Inc. (name of bidder or contractor) is 100 S Orange Avenue, Suite 200, Orlando, FL 32801.
2. My relationship to Brian Forster, PE (name of bidder or contractor) is Managing Partner (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. LandDesign, 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. LandDesign, 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. LandDesign, Inc. (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

Signature	Brian Forster, PE | Managing Partner	LandDesign, Inc.
	Printed Name	Title Name of bidder or contractor

Notary Public Information

STATE OF FL
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 6th day of July, 2026 (year), by Brian Forster (name of person acknowledging).

Tanya Ambrose
(Print, Type, or Stamp Commissioned Name of Notary Public)

Tanya Ambrose
(Signature of Notary Public)

Personally Known ☑ OR Produced Identification ☐ Type of Identification Produced N/A

Notary Public State of Florida
Tanya Ambrose
My Commission HH 457581
Expires 2/19/2028

ATTACHMENT D

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 LandDesign, 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: LandDesign, Inc.
Authorized Signature: _____
Printed Name: Brian Forster, PE
Title: Managing Partner

STATE OF FL
COUNTY OF Orange
The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 6th day of July, 2026, by Brian Forster, as Managing Partner on behalf of the company/corporation. They ☑ are personally known to me or ☐ have produced N/A as identification.

Tanya Ambrose
Notary Public Signature
Print, Type or Stamp Name of Notary: 457581 My commission expires: 2/19/2028

(Affix Notary Stamp or Seal)

Notary Public State of Florida
Tanya Ambrose
My Commission HH 457581
Expires 2/19/2028

ATTACHMENT E

(3 pages)

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, 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 CO-26-Q-045TB. Bid/Bid for THE CITY OF TITUSVILLE.

2. This sworn statement is submitted by LandDesign, Inc. whose business address is 100 S Orange Avenue, Suite 200, Orlando, FL 32801 and (if applicable) its Federal Employer Identification (FEIN) is 56-1602942.

3. My name is Brian Forster, PE (please print name of individual signing) and my relationship to the entity named above is Managing Partner.

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: 07.06.2026

Notary Public Information

STATE OF FL

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization,

this 6th day of July, 2026 (year), by Brian Forster (name of person acknowledging).

Tanya Ambrose
(Print, Type, or Stamp Commissioned Name of Notary Public)

Tanya Ambrose
(Signature of Notary Public)

Personally Known ☑ OR Produced Identification ☐ Type of Identification Produced N/A

ATTACHMENT F

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)

LandDesign, Inc.

100 S Orange Avenue, Suite 200, Orlando, FL 32801

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

Brian Forster, PE | Managing Partner

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

07.06.2026

DATE

ATTACHMENT G

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	Managing Partner Title	07.06.2026 Date

Notary Public Information

STATE OF FL

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization,

this 6th day of July, 2026 (year), by Brian Forster (name of person acknowledging).

Tanya Ambrose	Tanya Ambrose
(Print, Type, or Stamp Commissioned Name of Notary Public)	(Signature of Notary Public)

Personally Known ☑ OR Produced Identification ☐ Type of Identification Produced N/A

Notary Public State of Florida
Tanya Ambrose
My Commission HH 457581
Expires 2/19/2028

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1. This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the contractor is required to verify that none of the contractor's principles (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

2. The contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the City of Titusville.I f it is later determined that the contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City of Palm Bay, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Authorized Signature

Brian Forster, PE | Managing Partner
Printed Name & Title

LandDesign, Inc.
Company

100 S Orange Avenue, Suite 200
Address

Orlando, FL 32801
City, State, Zip Code

07.06.2026
Date

ATTACHMENT I

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Consultant to execute this certificate and include it with Proposed billable rates and all other negotiation documents requested.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

LandDesign, Inc.
Name of Consultant

By: Brian Forster, PE | Managing Partner

07.06.2026
Date

Notary Public Information

STATE OF FL
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 6th day of July, 2026 (year), by

Brian Forster.
(name of person acknowledging)

Notary Public State of Florida
Tanya Ambrose
My Commission HH 457581
Expires 2/19/2028

Tanya Ambrose
(Signature of Notary Public - State of Florida)

Tanya Ambrose
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☑ OR Produced Identification ☐

Type of Identification Produced N/A

Addendum Acknowledgment

By signing each line below, Bidder acknowledges that the corresponding addenda have been received and are included in this solicitation packet:

☑ Addendum 1 _____ Dated 06.25.2026

☑ Addendum 2 _____ Dated 07.06.2026

☐ Addendum 3 _____ Dated _____

☐ Addendum 4 _____ Dated _____

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City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Hopkins Corridor Redevelopment Plan Scope of Work with the East Central Florida Regional Planning Council**

Department/Office: Economic Development

Recommended Action:

Approve the proposed scope of work from the East Central Florida Regional Planning Council for the Hopkins Corridor Redevelopment Plan in an amount not to exceed $60,000, and authorize the City Manager to execute any necessary agreements or documents.

Summary Explanation & Background:

Staff is requesting City Council approval to proceed with the Hopkins Corridor Redevelopment Plan to be conducted by the East Central Florida Regional Planning Council (ECFRPC). The corridor study was identified as a recommended implementation action in the Economic Development Strategic Plan previously adopted by City Council and prepared by the ECFRPC.

The proposed study will evaluate the Hopkins Corridor and identify redevelopment opportunities, strategies, and recommended interventions to support reinvestment, economic development, land use planning, and corridor revitalization. According to the ECFRPC proposal, the project will include an existing conditions analysis, windshield survey, stakeholder focus group, and final redevelopment plan with strategies, recommendations, and potential funding sources. The total proposed cost is **$60,000**, with an anticipated project duration of approximately one year.

The Hopkins Corridor was identified as an area where additional analysis could help guide future public and private investment, identify redevelopment barriers, and support implementation of the City’s broader economic development objectives.

The ECFRPC has provided a proposed scope of work for the Hopkins Corridor Redevelopment Plan. The scope includes the following major deliverables:

1. **Corridor Characteristics Analysis** — GIS and data analysis of demographics, business composition, land uses, building types, infrastructure, property entitlements, and building permit data.

2. **Windshield Survey** — Field review of the corridor to verify data and observe physical, social, and economic conditions.
3. **Corridor Focus Group** — Presentation of findings to selected stakeholders for feedback and additional context.
4. **Redevelopment Plan** — Final report with strategies, recommended interventions, and potential funding sources.

The scope of work implements of the Economic Development Strategic Plan Goal PL-3 "Promote Commercial Revitalization and Resilience" and more specifically Strategy PL-3-1 "Foster the Revitalization of Older Commercial Corridors Strategy."

Alternatives:
Do not approve the scope of work.

Item Budgeted:
Yes. The total cost of the proposed scope of work is **$60,000**. Funding was included in the current fiscal year budget.

Source/Use of Funds/Budget Book Page:
001-1903-552.31-01 Professional Services

Strategic Plan:
City Council Goal 4 Economic Development.

The scope of work implements of the Economic Development Strategic Plan Goal PL-3 "Promote Commercial Revitalization and Resilience" and more specifically Strategy PL-3-1 "Foster the Revitalization of Older Commercial Corridors Strategy."

Strategic Plan Impact:

ATTACHMENTS:
1. Hopkins Corridor Redevelopment Study Proposal 5.4.26
2. Professional Service Agreement - ECFRPC

Hopkins Corridor Redevelopment Plan

05/04/2026

Luis Nieves-Ruiz, FAICP

May 4, 2026

Via Email

Nicholas Gow
Director of Economic Development
City of Titusville

Subject: Hopkins Corridor Redevelopment Plan

Dear Mr. Gow

As previously agreed, I am submitting a proposal for the development of the Hopkins Corridor Redevelopment Plan. As currently envisioned, this project will be comprised of three parts. The Existing Conditions Analysis will summarize the corridor's general demographic and land use characteristics. The report's main findings will be presented to a focus group comprised of real estate developers and other community leaders that could provide more context for this information. The final redevelopment plan will incorporate the two previous deliverables into one document and include a list of opportunities and interventions that could be taken to redevelop this corridor.

The detailed project scope of work and budget, along with a summary of qualifications, are attached for your review. I look forward to discussing this proposal with you at your earliest convenience. If you have any questions, please contact me at 407-245-0300 x 308 or via e-mail at luis@ecfrpc.org.

Sincerely,

Luis Nieves-Ruiz, FAICP
Director of Economic Development

ABOUT THE ORGANIZATION

Founded in 1962, the East Central Florida Regional Planning Council (ECFRPC) was created to help direct growth and development throughout the expanding region. Initially focusing on the Space Coast and its surrounding counties, driven by the expansion of the Kennedy Space Center, the ECFRPC has evolved to encompass a broader geographic area and a wide range of responsibilities. Over the years, the ECFRPC has played a pivotal role in shaping East Central Florida. Through strategic planning and collaboration among diverse stakeholders, the council has addressed critical issues such as land use, transportation, environmental protection, and community development. By bringing together local governments, regional and state agencies, academics, non-profits, and the public, the ECFRPC has facilitated dialogue and consensus-building on these issues. Today, the ECFRPC region covers eight counties in east central Florida, including Brevard, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia. These eight counties include seventy-eight member towns and cities. As of 2024, BEBR estimates the combined population within East Central Florida is 4,714,011.

Since 2003, the agency has served as East Central Florida's Economic Development District, which is a partnership with the US Economic Development Administration. The ECFRPC's comprehensive approach to economic development encompasses three dimensions: People, Places, and Prosperity. The People pillar addresses the general needs of the population, workforce, and local organizations to help foster social cohesion, inclusiveness, and community wellbeing. Places focuses on the community's natural and built environments, infrastructure, place-based assets, local institutions, and governance systems to attract and retain economic activity while improving residents' health and well-being. Finally, the Prosperity pillar identifies ways to harness major industry assets and innovation systems to promote paths of upward social mobility, equity, and inclusive economic development.

If chosen for this RFP, the project will be managed by Luis Nieves-Ruiz, FAICP, the ECFRPC's Director of Economic Development.

PROJECT REFERENCES

State Road 405 Economic Impact Analysis, Pipeline Extension Project Economic Impact Analysis & NBEDZ Strategic Plan Focus Groups Facilitation

Troy Post, Former Executive Director
North Brevard Economic Development Zone
400 South Street Titusville, FL 32780
Phone: 321-264-5205
E-mail: troy.post@brevardfl.gov

FDOT Greenways and Trails Project

Kim Delaney, Director of Strategic Planning and Policy
Treasure Coast Regional Planning Council
421 SW Camden Avenue Stuart, FL 34994
Phone: 772-708-8471
E-mail: kdelaney@tcrpc.org

International Drive Economic Impact Analysis

Luann Brooks, Executive Director
IDrive Business Improvement District
7081 Grand National Drive, Suite 105
Orlando, FL 32819
Phone: 407-248-9590
E-mail: LBrooks@IDriveDistrict.com

Hopkins Corridor Redevelopment Plan Scope of Work				
Deliverable	**Major Tasks**	**Tasks Description**	**Total Cost**	**Deliverable Completion Date**
Existing Conditions Analysis Report	Corridor Characteristics Analysis	Use GIS and other data sources to analyze the corridor's general characteristics including demographics, business composition, land uses, types of buildings, existing infrastructure, property entitlements, building permit data,among other information. The purpose here is to provide a block by block analysis of Hopkins and the immediate area.	$35,000	7 months
	Windshield Survey	ECFRPC staff will visit the corridor to verify the GIS analysis and add observations about the corridor's physical, social, and economic characteristics.	$7,000	
Public Engagement	Corridor Focus Group	Present the findings of the existing conditions analysis to a list of preselected stakeholders to get their responses and add additional context to the existing conditions analysis.	$8,000	2 months
Redevelopment Plan	Strategies and Recommendations	Develop final corridor study report that incorporates the two previous deliverables into one document .The document will include a set of strategies and recommended interventions based on the results of the previous tasks. The report will also include a list of potential funding sources that could be used to fund the new improvements.	$10,000	3 months
Total			$60,000	1 year

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this_____day of_____, 20____, by and between the East Central Florida Regional Planning Council, hereinafter referred to as the "ECFRPC" regional public agency organized under, and created by Florida Statutes, Section 186.501 known as the "Florida Regional Planning Council Act", and the City of Titusville, a municipal corporation of the State of Florida, hereinafter referred to as "City".

WHEREAS, the ECFRPC and The City desire to enter into an agreement whereby the City intends to retain the ECFRPC to provide technical support, professional assistance, and consulting services, to provide the City with a Hopkins Corridor Redevelopment Study by completion of the tasks set forth in Exhibit A; and

WHEREAS, the ECFRPC has statutory authority under section 186.505, Florida Statutes, to enter into agreements necessary or incidental to the performance of its duties; and

WHEREAS, the ECFRPC will provide technical and professional planning support to the City, including project coordination, data collection and analysis, preparation of planning-related reports and deliverables, and technical assistance necessary to support the services contemplated under this Agreement; and

WHEREAS, the parties hereto wish to clearly set forth the duties to be performed by the ECFRPC hereunder, any funding limitations which may be applicable to the project to be undertaken by virtue of this agreement, and the methodology of payment to be remitted from The City to the ECFRPC for the services to be provided by the ECFRPC, all as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations set forth herein, the parties hereto do hereby agree as follows:

1. **INCORPORATION OF RECITALS**. The foregoing recitals are incorporated herein and made a part of this agreement.
2. **DUTIES OF THE ECFRPC**. The ECFRPC shall perform the duties and responsibilities imposed upon it, within the time frames and in the manner, as set forth in EXHIBIT A, which is attached hereto and made a part hereof.
3. **COMPENSATION TO BE PAID TO ECFRPC**. The compensation to be paid to the ECFRPC from The City, for the performance of the duties and responsibilities imposed upon and performed by the ECFRPC hereunder, shall be paid in the manner and at the time(s), as set forth in the ECFRPCs proposal titled "Hopkins Corridor Redevelopment Plan", attached hereto as Exhibit A. The authorized amount for the initial term is $60,000. Payments shall be made for all "Major Tasks" (named as such in Exhibit A) completed by the ECFRPC and

accepted by the City and has been properly documented. In order for the invoice to be considered proper, the invoice must include all information and documentation that the City may need to verify accuracy of the invoice and the amount of payment due, including any deliverables required as a condition for payment. Payment shall not be made for Work deemed incomplete or deficient by the City. At the end of each month, the ECFRPC shall submit an invoice with the supporting documentation of all work completed and accepted by the City for that month to the Project Manager to process for payment of the invoice amount in accordance with the Florida Prompt Payment Act.

4. **PERIOD OF AGREEMENT**. This agreement shall become effective upon approval by the ECFRPC and execution by both parties, and shall terminate no later than September 30th, 2027. The termination date of the agreement may be extended, and the services to be provided by and the compensation to be paid to the ECFRPC, may be amended upon written agreement signed by both parties hereto. Notwithstanding any of the foregoing, all record keeping requirements, shall survive the termination of this Agreement and shall continue for the period provided in such requirements.
5. **TERMINATION FOR CAUSE.** Notwithstanding paragraph 4 above, The City may terminate this Agreement upon thirty (30) calendar days prior written notice to the other party in the event of: (a) funds are not available to fund this Project, this Agreement may be terminated by either party, according to the provisions of this Agreement. Written notice of termination by City, with effective date, shall be provided to the ECFRPC at least thirty (30) days in advance of termination. (b) nonperformance if, after notifying the ECFRPC in writing and following a period of thirty (30) days, corrections are not made to the satisfaction of the designated City Project Manager. Without waiving its right to terminate this Agreement, the City may delay, withhold, or adjust payments under this Agreement to provide an opportunity for ECFRPC to fulfill its obligations or correct any violations of this Agreement. The City reserves the right to complete such analysis as is necessary to protect the viability of the Project. Anything else in this Agreement to the contrary notwithstanding, ECFRPC shall have sole responsibility for direction, oversight and determination of completeness and satisfactory compliance with goals and policies and the responsibilities under this Agreement.
6. **TERMINATION WITHOUT CAUSE.** Notwithstanding paragraph 4 above, The City may terminate this Agreement, at any time, without penalty and without cause by giving thirty (30) calendar days written notice to the other party.
7. **PROVISION OF SERVICES UPON TERMINATION.** Upon termination of this Agreement in accordance with paragraphs 4, 5, or 6 above, copies of all finished or unfinished documents, data, correspondence, reports, and maps prepared or secured by ECFRPC under this Agreement shall be delivered to the City, if requested by the City.

8. **INDEMNIFICATION.** ECFRPC shall indemnify and hold City harmless from that portion of any third-party loss, liability arising from acts of fraud, or dishonesty committed by ECFRPC, its officers, employees or agents in connection with or a result of the performance of this Agreement. ECFRPC shall indemnify and hold harmless City and its agents and employees from and against that portion of any claims, damages, losses, and expenses, including reasonable fees arising out of or resulting from the performance of its services under this Agreement, for such claim, damage, loss or expense if caused, by the act or omission of ECFRPC, or anyone directly employed by ECFRPC, or anyone for whose acts they may be liable. In any and all claims against City, or any of its agents or anyone directly employed by ECFRPC, or anyone for whose acts they may be liable, the indemnification under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for ECFRPC, under workers' compensation acts or other related policies of insurance. This provision does not waive, in any manner, the limits of liability, or the granting of immunity, afforded to both parties pursuant to Section 768.28, Florida Statutes, or by operation of law.
9. **INDEPENDENT CONTRACTOR.** ECFRPC shall perform the services under this Agreement as an Independent ECFRPC and nothing in this Agreement shall be interpreted or construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted to create or construed to constitute any relationship between ECFRPC and City other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. Neither ECFRPC nor City nor any of their respective officers, directors, or employees, shall act as or be construed to be the agent, employee, partner or representative of the other.
10. **REMEDIES/MEDIATION.** If ECFRPC fails to fulfill its obligations as stipulated in this Agreement, City shall seek remedies including, but not limited to, the following: (a) ECFRPC shall again perform the planning services to the extent necessary to correct defect/failure; (b) If ECFRPC is unable to correct defect/failure, such claim will be addressed by a mediator chosen jointly by the Parties within thirty (30) days after notice by one of the Parties demanding non-binding mediation. The Parties will not unreasonably withhold their consents to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the claim, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR"). Mediation proceedings shall occur in Brevard County. A Party may submit to a court of competent jurisdiction any claim arising out of or relating to this Agreement or breach thereof that cannot be resolved between the Parties through negotiation or mediation within two (2) months after the date of the

initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period, if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party or if necessary to prevent the running of an applicable statute of limitations or repose. Jurisdiction for such judicial relief shall be in Brevard County, Florida.

11. **GOVERNING LAW AND VENUE.** This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida. Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in Brevard County, Florida. The parties hereby expressly waive trial by jury in any action to enforce or otherwise resolve a dispute arising under this Agreement.
12. **RESTRICTIONS ON LOBBYING.** ECFRPC shall comply with the restrictions on lobbying contained in 24 CFR Part 87 as well as Sections 11.062 and 216.347, F.S.
13. **CHANGE IN LAW OR REGULATIONS.** Should any statute, regulation, or rule be enacted, amended, or interpreted by a governmental body or agency having jurisdiction over ECFRPC or City during the term of this Agreement so as to materially affect the ability of a party to perform any provisions of this Agreement, then the parties shall forthwith and in good faith renegotiate the provisions of this Agreement affected by such action so that the same can be performed in accordance with the pertinent change in such statute, regulation, or rule.
14. **SEVERABILITY.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such provision shall not affect the remaining provisions of this Agreement.
15. **ATTORNEY'S FEES.** In the event that any legal action is brought to enforce the terms of this Agreement, each party shall incur its own attorney's fees and costs.
16. **ASSIGNMENT.** This Agreement may not be assigned by either party without the prior express written consent of the other party; provided, however, that ECFRPC may, upon written notice to City, assign this Agreement to a corporation controlled by, controlling or under common control of ECFRPC. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
17. **NOTICES.** Any notice, request, demand, report, offer, acceptance, certificate or other instrument which may be required or permitted to be given under this Agreement shall be

in writing, signed by a duly authorized individual, and delivered to the other party or sent by hand delivery, facsimile, overnight courier, or U.S. certified mail and delivered to: Notices to City and ECFRPC shall be given in care of project managers below:

City:	**Consultant:**
Nicholas Gow	Luis Nieves-Ruiz, FAICP
Economic Development Director	Director of Economic Development
City of Titusville	East Central Florida Regional Planning Council
555 S. Washington Avenue	455 S. Garland Avenue, Suite 400
Titusville, FL 32796	Orlando, Florida 32801

All communication related to work undertaken through this Agreement shall be through the above-named project managers.

18. **WAIVER.** The waiver by the City of any of the ECFRPC's obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty of the ECFRPC under this Agreement.
19. **REVIEW.** The parties hereby acknowledge that they have fully reviewed this Agreement, and any attachments and exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.
20. **PUBLIC RECORDS.** Records of the ECFRPC that are made or received in the course of performance of ECFRPC's obligations under this Contract may be public records that are subject to the requirements of Chapter 119, Fla. Stat. and accordingly ECFRPC 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 the ECFRPC receives a request for any such records, ECFRPC shall notify the City and comply with Chapter 119, Fla. Stat. ECFRPC shall not prepare any news or press release in any way related to this Contract, without the City's written consent. ECFRPC hereby agrees to comply with the following:
    - **A.** As provided in Section 119.0701, Florida Statutes, ECFRPC is required to, and by executing this Contract, ECFRPC agrees to:
        - **a.** Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
        - **b.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if ECFRPC does not transfer the records to the City.

d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession ECFRPC or keep and maintain public records required by the City to perform the service. If the ECFRPC transfers all public records upon completion of the contract, ECFRPC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ECFRPC keeps and maintains public records upon completion of the contract, ECFRPC 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.

a. All materials shall be available at all reasonable times during the period of this Agreement, and for five (5) years from the final date of payment hereunder, for inspection by the City. If any litigation, claim, or audit is commenced prior to the expiration of said five (5) year period, the records shall be maintained until all litigation, claims, or audit findings have been resolved. The ECFRPC shall maintain financial records related to funds paid under this Agreement and shall submit a financial report to the City within sixty (60) days of the date of termination of this Agreement. In the event DEP chooses to perform an audit, City and ECFRPC agree to cooperate fully in the conduct thereof.

21. ECFRPC AGREES THAT NO PUBLIC RECORD DEEMED CONFIDENTIAL UNDER FLORIDA OR FEDERAL LAW WILL BE RELEASED BY ECFRPC TO ANYONE OTHER THAN THE CITY ATTORNEY'S OFFICE OR CITY'S CUSTODIAN OF PUBLIC RECORDS. NO PUBLIC RECORDS DEEMED EXEMPT FROM THE PUBLIC RECORDS LAW, CHAPTER 119, FLORIDA STATUTES, WILL BE RELEASED OR PROVIDED TO ANYONE OTHER THAN THE CITY ATTORNEY'S OFFICE OR CITY'S CUSTODIAN OF PUBLIC RECORDS, EXCEPT WITH THE WRITTEN APPROVAL OF THE CITY ATTORNEY OR ITS DESIGNEE. ECFRPC agrees that it will not withhold any public record from the City for any reason including a claim that the public record is exempt, confidential, proprietary, or a trade secret **IF CONSULTANT HAS ANY**

QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO CONSULTANT'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

22. **RECORDS AND ACCOUNTING**. The parties hereto shall fully comply with all applicable federal and/or state accounting regulations and shall maintain all records hereunder for a period of not less than 5 years following termination of this agreement.
23. **COMPLIANCE**. The parties hereto shall fully comply with all federal and state laws and regulations applicable to this agreement, including, but not limited to, equal employment opportunities, non-discrimination in the workplace, minority business enterprises opportunities and prohibited interest of public officials.

***** 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.

CONSULTANT:
East Central Florida
Regional Planning Council
455 S. Garland Avenue, Suite 400
Orlando, Florida 32801

By: _____

OWNER:
City Of Titusville
555 S. Washington Avenue
Titusville, FL 32796

By: _____

Andrew Connors, Mayor

Date:_____ Date: _____

ATTEST:

_____
Wanda F. Wells, City Clerk
Date: _____

APPROVED AS TO FORM: APPROVED AS TO CONTENT:

_____ _____
Andriene Treasure, City Attorney Thomas Abbate, City Manager

Date: _____ Date: _____

Staff Review & Preparation:

_____Date: _____
Leslie A. Rothering, Purchasing & Contracting Administrator

_____Date: _____
Nicholas Gow, Economic Development Director

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Enterprise Fleet Management Services Agreement**

Department/Office: Public Works

Recommended Action:

Authorize the Mayor to execute the necessary agreements with Enterprise Fleet Management, Inc., utilizing Sourcewell Contract No. 112025-EFM, for fleet management services and the phased acquisition, leasing, maintenance, and replacement of City vehicles, subject to approved budget appropriations and final review and approval of the contract language by Purchasing and Contracting, the City Attorney, and the City Manager.

Summary Explanation & Background:

The City currently purchases vehicles as funding becomes available and generally retains them for extended periods. This approach can result in an aging fleet, increased maintenance expenses, vehicle downtime, and significant fluctuations in annual vehicle-replacement costs.

Staff has evaluated the use of Enterprise Fleet Management, Inc. to establish a more proactive and sustainable approach to managing the City's light-duty fleet. Enterprise provides fleet planning, vehicle acquisition and leasing, maintenance management, vehicle-performance reporting, telematics, licensing and registration assistance, and vehicle resale services. The program would allow the City to develop a structured replacement schedule based on vehicle age, mileage, utilization, maintenance costs, operational requirements, and anticipated resale value.

Under the proposed program, vehicles would be evaluated for replacement at the point that is projected to provide the lowest overall cost of ownership. Proceeds generated from the sale of existing City vehicles would be returned to the City or applied toward replacement vehicles. The program is intended to improve fleet reliability, reduce vehicle downtime, provide more predictable annual costs, and maximize the value of vehicles being replaced.

Enterprise Fleet Management was competitively awarded Sourcewell Contract No. 112025-EFM, which is available to participating governmental agencies and remains in

effect through May 4, 2030. The contract includes fleet management services, vehicle leasing, maintenance-management programs, telematics, vehicle tracking, fleet-planning technology, driver-safety programs, and related services.

Funding for vehicles and related fleet-management services will be provided from the applicable departmental funds and approved budget accounts. Each proposed vehicle replacement will be evaluated based on its anticipated lifecycle cost, maintenance history, operational requirements, and available funding. No expenditure will be authorized beyond amounts approved in the adopted budget or subsequently approved by City Council.

Approval of this item would authorize the City to enter into the necessary agreements with Enterprise Fleet Management and implement the program in phases. Individual vehicle replacements would remain subject to approved budget appropriations, operational need, and the terms of the applicable Enterprise vehicle schedule or supplemental agreement.

Alternatives:
Do not approve and do not move forward with the leasing program

Item Budgeted:
Yes

Source/Use of Funds/Budget Book Page:
Various Operating Department Fleet Budgets

Strategic Plan:
Goal 2: Efficient & Effective Services
Goal 3: Financial Stability

Strategic Plan Impact:
This will support a more proactive and systematic approach to vehicle acquisition, maintenance, replacement, and disposal. Replacing vehicles at the appropriate point in their lifecycle is expected to improve fleet reliability, reduce maintenance-related downtime, and help ensure departments have dependable vehicles available to deliver City services. The program will support long-term financial planning by establishing a structured vehicle-replacement schedule and creating more predictable annual fleet costs and maximize the value recovered from vehicles being replaced.

ATTACHMENTS:
1. Consignment Auction Agreement Draft v1
2. Fleet Management- Maintenance and Rental Agreement Draft v1_
3. FULL MAINTENANCE AGREEMENT 02.2022 -Draft v1

4. Agreement to Sell-Draftv1
5. 2026-08-04 - Master Equity Agreement (CA&RM edits) draft
6. Amendment to Master Equity- CA &RM edits

CONSIGNMENT AUTOCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and City of Titusville, a ~~Florida~~ municipal corporation under the laws of Florida ~~**[Enter Company Name here]**~~ (hereinafter referred to as "CUSTOMER") on this **[Enter Date Here]** (hereinafter referred to as the "Execution Date").

RECITALS

A. Enterprise is in the business of selling previous leased and rental vehicles at wholelsale auctions; and

B. The CUSTOMER is a municipal corporation that utilizes fleet vehicles in its business operations. ~~in the business of municipal xxxx operations~~.

C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.

2. Authorized agent seller~~Power of Attorney~~: CUSTOMER appoints Enterprise as its true and lawful authorized agent seller~~ttorney in fact~~ to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said authorized agent seller~~ttorney in fact~~ granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.

3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.

4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of $395.00 ("Service Fee") plus towing at prevailing rates.

5. Sales Process: Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.

6. Time for Payment:

   (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

   (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that

fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of $1,000.000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. ~~Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.~~

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, each party is responsible for their own attorney's fees and costs. ~~the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party~~.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"	"CUSTOMER"
By_____ *Signature*	By_____ *Signature*
Printed Name:	Printed Name:
Title:	Title:
_____ Date	_____ Date

Exhibit A

Vehicles to Be Sold By Enterprise Pursuant to Consignment Auction Agreement

Vin Number	Year	Make/Model

FLEET MANAGEMENT

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the ____ day of _____, 20__, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and City of Titusville, a ~~Florida~~ municipal ~~corporation~~ corporation under the laws of the State of Florida_____ (the "Company").

1. **ENTERPRISE CARDS:** EFM will provide the Company with an EFM Card for each vehicle, which EFM Card is an electronic card and is located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the vehicle maintenance program (the "Program") for a vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Maintenance Management and Fleet Rental Agreement (Agreement). EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. The EFM Card is non-transferable. EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

2. **VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs exceeding $125.00, which may change from time to time based on market conditions, or such other amount as may be established by EFM, in its sole discretion, from time to time under the Program. All charges for service, maintenance or repairs will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts and unnecessary, unauthorized repairs.

   Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM in writing form a Company authorized signatory. EFM will administer such claims in its discretion. The fees for this service will be up to $125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. **BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within twenty (20) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business.

4. **RENTAL VEHICLES:** The EFM Card allows the Company the option to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

5. **NO WARRANTY:** The Company acknowledges that EFM does not perform maintenance or repair services on the Company's vehicles or any rental vehicles and any maintenance or repair services are to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. **CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving thirty (30) day written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. Upon such cancellation or termination, the Company shall immediately cease using or accessing the EFM Card to EFM. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement.

7. **NOTICES:** Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

8. **FEES:** EFM will charge the Company for the service under this Agreement $_____ per month per Card.

Commented [TM1]: Please fill in the cost

9. **MISCELLANEOUS:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company:	**EFM:** **Enterprise Fleet Management, Inc.**
By: _____ Name: Title: Address: Date Signed: _____, 20___	By: _____ Name: Title: Address: Date Signed: _____, 20___

	Attest: _____ Wanda Wells, City Clerk _____ Date
AS TO FORM: _____ Andriene C. Treasure, Esq - City Attorney _____ Date	AS TO CONTENT: _____ Thomas Abbate, City Manager _____ Date

enterprise
FLEET MANAGEMENT

FULL MAINTENANCE AGREEMENT

This Full Maintenance Agreement (this "Agreement") is made and entered into this __ day of _____, 20__, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and The City of Titusville, a municipal corporation under the laws of the State of Florida ("Lessee").

1. LEASE. Reference is hereby made to that certain Master Equity Lease Agreement ("Lease") dated as of the _____ day of ____, 20__, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee. Said Lease (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

Commented [AT1]: Ensure we have the correct date

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire or brake repair and replacement beyond what is allocated within the Lease Schedule, (d) washing, (e) repair of damage due to lack of maintenance or neglect by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of, or damage caused by, any alterations, upgrades, upfitting, additions, improvements (collectively, "Alterations") or unauthorized replacement parts added to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans), software or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of (1) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or (2) Lessee's failure to maintain or use the Covered Vehicle as required by and in compliance with, (A) the Lease, (B) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and (C) the provisions of all insurance policies affecting or covering the Covered Vehicles or their use or operation, (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle is inoperable, (i) mobile services, (j) the cost of loaner or rental vehicles beyond what is allocated within the Lease Schedule or (k) if the Covered Vehicle is a Vehicle with a manual transmission, such manual transmission clutch adjustment or replacement. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed $125.00 which may change from time to time based on market conditions, Lessee or service provider must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding $125.00, which may change from time to time based on market conditions, for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle beyond the contract mileage not to exceed 120,000 miles.

5. ENTERPRISE CARDS. EFM may, at its option, provide Lessee with an authorization card (the "EFM Card"), which is an electronic card located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee shall immediately cease using or accessing the EFM Card. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS

AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

In no event shall EFM or its agents or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this agreement, including, without limitation, any breach or performance of this agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not EFM or its agents or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Lessee shall promptly notify EFM of any change in the Lessee's address.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of ~~Missouri (without reference to conflict of law principles).~~Florida

IN WITNESS WHEREOF, EFM and Lessee have executed this Full Maintenance Agreement as of the day and year first above written.

This Master Equity Lease Agreement is subject to and amended by the attached Florida Governmental Addendum dated _____, 2026, which is incorporated herein and controls in the event of any conflict.

LESSEE:	**EFM:** **Enterprise Fleet Management, Inc.**
By: _____	_____
Name:	Name:
Title:	Title:
Address:	Address:
Attention: _____	Attention: _____
Facsimile No.: _____	Facsimile No.: _____
Date Signed: _____, _____	Date Signed _____, _____

	Attest: _____ Wanda Wells, City Clerk _____ Date
AS TO FORM: _____ Andriene C. Treasure, Esq - City Attorney _____ Date	AS TO CONTENT: _____ Thomas Abbate, City Manager _____ Date

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and City of Titusville, a municipal corporation under the laws of Florida ~~[INSERT LEGAL ENTITY NAME OF CUSTOMER]~~, ~~a Florida municipal corporation~~ _____ (hereinafter referred to as "CUSTOMER"), on the other hand on this _____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;

B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;

C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and

D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise authorization~~power~~ in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.

2. Additional Documentation: Where necessary, CUSTOMER, at its discretion, shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).

3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of $_____ or the maximum permitted by law ("Service Fee").

Commented [TM1]: Vendor to fill in the cost

4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.

5. Time for Payment:

(a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

(b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory ~~regardless of~~ resulting from fault or negligence of CUSTOMER~~, Enterprise, EFM or any other person or entity or act of~~ God only.

Nothing herein waives CUSTOMER'S ~~Lessee's~~ sovereign immunity under §768.28, Florida Statutes

Commented [AT2]: They don't want to assume any liability???

Commented [TM3R2]: I missed this with pushing through. I will edit as I normally do.

8. Liens, Judgments, Titles, and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars ($1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, each party is responsible for their own attorney's fees. ~~the~~ prevailing party ~~shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party~~.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

Commented [TM4]: Please narrow the pick up location to Brevard County or a set location that we can agree on. Otherwise they will need to be delivered back to us.

"ENTERPRISE"	"CUSTOMER"
By_____ *Signature*	By_____ *Signature*
Printed Name:	Printed Name:
Title:	Title:
_____ Date	_____ Date
	Attest:
	_____ Wanda Wells, City Clerk
	_____ Date
AS TO FORM:	AS TO CONTENT:
Andriene C. Treasure, Esq - City Attorney	Thomas Abbate, City Manager
Date	Date

Exhibit A

Enterprise Vehicle Disclosure Form (Exhibit A)

Date: _____

Customer Name: _____

Year, Make, Model: _____ Color: _____

Vehicle Identification Number: _____

Clear title MUST be returned with this paperwork before vehicle can be delivered to Enterprise location.

I, the undersigned owner of the above vehicle ~~wish~~wishes to sell said vehicle and do hereby represent and warrant: (Please initial each statement)

_____ I have provided Enterprise with a clear title to the vehicle referenced above and freely executed all documents necessary to provide clear title.

_____ The vehicle has not been in an accident, which has caused any damage deemed not repairable by insurance company and/or issued a Reconditioned/Salvage title.

_____ The title is now and always has been conventional (i.e. Not Salvage, Flood, Scrap, etc.)

_____ I am aware of no structural or mechanical defects.

_____ I certify that the true and actual mileage on this vehicle at the time of trade to be _____; and that the odometer is working at this time and has not been repaired or replaced.

- I have removed anything of value from the vehicle. Enterprise shall not be responsible for loss of or damage to items left in vehicles.
- The below signer warrants that signing this agreement on behalf of such party is duly authorized to bind such party.

_____ _____

Authorized Signature Date

_____

Printed Name/Title

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC
Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this ___ day of _____, 20___, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the City of Titusville, a municipal corporation under the State of Florida ~~lessee whose name and address is set forth on the signature page below~~ ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges

Commented [AT1]: Does our insurance cover these? Did we verify with Mark? Do we need insurance coverage?

Commented [AT2]: Note the timeframe we have to object.

and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against

any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or $100,000 Bodily Injury Per Person Per Accident, $300,000 Per Accident and $50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage per accident or $100,000 Bodily Injury Per Person Per Accident, $300,000 Per Accident and $50,000 Property Damage per accident (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $1,000 per accident - Collision and $1,000 per accident - Comprehensive).

~~If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.~~

~~Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.~~

Notwithstanding anything contained herein to the contrary, Lessee is a Florida municipal corporation that participates in the Florida Municipal Insurance Trust ("FMIT") governmental self-insurance program. Lessee's obligation to maintain automobile liability coverage shall be satisfied in full through such governmental self-insurance program and any excess liability coverage maintained through FMIT. Nothing contained herein shall be construed to require Lessee to obtain commercial insurance inconsistent with its governmental self-insurance program or to provide coverage beyond that available through such program.

Lessor may be named as an additional insured solely with respect to liability arising from Lessee's operation of the Vehicle, but only to the extent permitted by Lessee's insurance program and applicable Florida law. Nothing herein shall require Lessee to provide primary insurance for any liability arising from the negligence, wrongful acts, or omissions of Lessor or any third party.

Nothing contained in this Agreement shall be construed as increasing the liability of Lessee beyond the limitations established by Section 768.28, Florida Statutes, or beyond the limits of insurance available through Lessee's governmental self-insurance program.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. SOVEREIGN IMMUNITY; LIMITED RESPONSIBILITY

Notwithstanding any provision of this Agreement to the contrary, nothing contained herein shall be construed as a waiver of the sovereign immunity of Lessee or the limitations of liability provided in Section 768.28, Florida Statutes.

Lessee shall be responsible only for the negligent or wrongful acts or omissions of its officers, employees, or agents acting within the scope of their employment and only to the extent provided in Section 768.28, Florida Statutes.

Lessee shall have no obligation to defend, indemnify, or hold harmless Lessor, Servicer, or any affiliate, successor, assign, employee, or agent of Lessor from any claim, loss, liability, damage, or expense arising from the negligence, strict liability, breach of contract, or other wrongful act or omission of Lessor or any third party.

Any obligation of Lessee arising under this Agreement shall be limited to the extent permitted by Florida law and shall not exceed the applicable limits of liability established by Section 768.28, Florida Statutes, together with any insurance proceeds available through the Florida Municipal Insurance Trust applicable to the claim. Nothing herein shall be construed to obligate Lessee to pay any amount from its general revenues in excess of its applicable self-insured retention and insurance available through FMIT.

Nothing in this Agreement shall be construed as creating any personal liability on the part of any elected official, officer, employee, or agent of Lessee.

This Section shall survive termination or expiration of this Agreement.

~~**INDEMNITY**: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law~~.

Commented [TM3]: Add §768.28, Fla. Stat Sovereign Immunity in the addendum

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any

Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any ~~Vehicle, or~~Vehicle or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

Commented [TM4]: Covered by FL addendum

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

~~20. General Terms: No provision of this Agreement shall be interpreted as requiring the City of Titusville to waive sovereign immunity, assume liability beyond that imposed by Section 768.28, Florida Statutes, or expend public funds in excess of those lawfully appropriated for such purpose.~~

Commented [TM5]: City Risk Manager added this and Tracy moved it to the Addendum.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

This Master Equity Lease Agreement is subject to and amended by the attached Florida Governmental Addendum dated _____, 2026, which is incorporated herein and controls in the event of any conflict.

LESSEE:	LESSOR: Enterprise FM Trust By: Enterprise Fleet Management, Inc., its attorney in fact
_____	_____
By: Title:	By: Title:
Address:	Address:
Date Signed: _____, _____	Date Signed _____, _____

	Attest: _____ Wanda Wells, City Clerk _____ Date

4851-4809-7897.1

AS TO FORM: Andriene C. Treasure, Esq - City Attorney Date	AS TO CONTENT: Thomas Abbate, City Manager Date

4851-4809-7897.1

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of _____, 2026 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of _____, 2026 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and _____City of Titusville, a ~~Florida~~ municipal corporation under the laws of the State of Florida ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

This Amendment is entered into in connection with Lessee's participation in the Sourcewell Cooperative Purchasing Program and amends the Master Equity Lease Agreement to ensure compliance with Florida law.

Section ~~12~~ 9 (d) of the Master Equity Lease Agreement is amended to read as follows:

(d) In no event shall either party be liable to the other for any special, incidental, consequential, punitive, exemplary, or indirect damages (including without limitation, loss of goodwill, loss of profits or revenues, loss of savings and/or interruptions of business), except to the extent such damages result from the gross negligence, willful misconduct, or intentional breach of this Agreement by the liable party.

~~To the extent permitted by Florida law,To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee as set forth in Section 768.28 of the Florida Statutes and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.~~

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of ~~Missouri~~ Florida (determined without reference to conflict of law principles). Any disputes shall be venued in the applicable court in Brevard County, Florida.

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the ~~County or State Constitution~~Florida State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the ~~County or State~~State of Florida~~City of Titusville~~ to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the ~~County or State~~State of Florida~~City of Titusville~~ fail to appropriate such funds, the Lessor shall be paid all ~~rentals~~ obligations due and owing hereunder up until the actual day of termination and no~~.~~ early termination penalties or remarketing losses will be charged to the Lessee. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement). Any loss claim are to be documented and supporting documentation submitted to the Lessee for review and approval.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed. This provision is a material term of the Agreement. In the event of any conflict between this Amendment and the Master Agreement, this Amendment shall control.

The Master Equity Lease Agreement is amended to include the following:

20. **General Terms:** No provision of this Agreement shall be interpreted as requiring the City of Titusville to waive sovereign immunity, assume liability beyond that imposed by Section 768.28, Florida Statutes, or expend public funds in excess of those lawfully appropriated for such purpose.

21. **Human Trafficking.** This Agreement also incorporates the "Human Trafficking Affidavit Form", **Exhibit A**, which is in accordance with Florida Statute 787.06(13) and must be signed. Pursuant to Section 787.06(13), Florida Statutes, as may be amended, Company represents, warrants, and certifies that Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

22. **Public Entity Crime.** By execution of this agreement, Company hereby certifies that neither it nor its affiliates(s) have been placed on the convicted vendor list following a conviction for a public entity crime, subsequent to October 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.

23. **Scrutinized Companies.** This Agreement also incorporates the "Scrutinized Companies Affidavit Form", **Exhibit B**, which is in accordance with Sections 287.135, Florida Statutes, Company or Subcontractor acknowledges and agrees that the City may immediately terminate this Contract and any subsequent renewal Contract for cause if the Company or Subcontractor is found to have placed on the Scrutinized Companies or is engaged in a boycott of Israel during the Term of the Contract.

24. E-Verify. Contractor shall comply with Section 448.095, Florida Statutes, and shall register with and use the E-Verify system during the term of this Agreement.

25. **Audit Rights.** The City reserves the right to audit the records of the Company 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 Company agrees to submit to an audit by an independent certified public accountant selected by the City. The Company must allow the City to inspect, examine and review the records of the Company in relation to this contract at any and all times during normal business hours during the term of the contract.

26. **Retention And Review Of Records.** The Company 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 Company and its subcontractors or suppliers shall make available all books, documents, papers, and records of the Company 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 duly authorized representative for the purpose of making an audit, inspection, review, copying, excerpts and transcriptions. The Company and its subcontractors will permit such representatives to interview employees on the job during working hours.

27. **Public Records.** Records of the Contractor that are made or received in the course of performance of the Vendor's obligations under this agreement may be public records that are subject to the requirements of Chapter 119,

Fla. Stat. 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, Fla. Stat. In the event the Contractor receives a request for any such records, the Contractor shall notify the City and comply with Chapter 119, Fla. Stat. 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 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 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 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 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 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 CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO VENDOR'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.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

_____	_____
(Lessee)	Enterprise FM Trust (Lessor) By: Enterprise Fleet Management, Inc., its attorney in fact
_____	
By_____	By_____

Title:_____ Title:_____

Date Signed:_____, _____ Date Signed:_____, _____

	Attest: _____ Wanda Wells, City Clerk _____ Date
AS TO FORM: _____ Andriene C. Treasure, Esq - City Attorney _____ Date	AS TO CONTENT: _____ Thomas Abbate, City Manager _____ Date

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **Performance Bond Reduction Request - Tranquility, Phase 2 Subdivision**

Department/Office: Community Development

Recommended Action:

Consider the request to reduce the amount of the performance bond for Phase 2 of Tranquility Subdivision.

Summary Explanation & Background:

Tranquility Subdivision, Phase 2 currently has a performance bond with the City in the amount of $4,622,783.94, which was accepted by the City Council on January 9, 2024, as part of the Final Plat approval. The developer has requested a reduction of the performance bond to cover only the remaining uncompleted improvements, consisting of landscaping and irrigation. According to the developer, the estimated cost to complete the remaining work in Phase 2 is $459,212.73. A copy of the cost estimate prepared by the Engineer of Record is enclosed. The reduction applies only to the attached performance bond. The sidewalk performance bond, which was also approved by City Council on January 9, 2024, will remain in effect until the sidewalk infrastructure has been constructed.

City Code requires the performance bond to be maintained at 120% of the value of the unconstructed improvements. Based on the remaining work, the revised bond amount should be $551,055.28.

Staff has reviewed the developer's request, the current bond status, the completion status of the infrastructure improvements, the remaining construction cost estimate, and the proposed reduced bond amount. As part of this review, City site inspectors conducted a field inspection to verify the remaining unconstructed improvements and confirm the Engineer of Record's cost estimate.

Alternatives:

1. Do not approve the reduction of the bond

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Tranquility Phase 2 Performance Bond
2. Cost Estimate
3. Reduction Request Letter

SURETY PERFORMANCE BOND **BOND NO.** 800149651

KNOW ALL MEN BY THESE PRESENTS:

That **Carolina Holdings II, LLC** having an address of **5150 Tamiami Trail North, Suite 500, Naples, FL 34103** hereinafter referred to as "Principal", and **Atlantic Specialty Insurance Company,** a corporation licensed to transact surety business in the State of Florida, and having an address of **605 Highway 169 North, Suite 800, Plymouth, MN 55441,** herein after referred to as "Surety", are held and firmly bound unto the City of Titusville, Florida, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY" in the sum of **$4,622,783.94**, lawful money of the United States of America, for the payment of which the Principal and the Surety, jointly and severally, bind themselves, their heirs, executors and successors and assigns, firmly by these presents.

WHEREAS, Principal has agreed to construct the improvements listed below in the **Tranquility Subdivision, Phase 2** as shown on the preliminary plat/engineering plans (construction plans) approved **August 28, 2023** and on the proposed final plat. The improvements to be constructed are as follows: infrastructure improvements, to guarantee the proper installation of water lines, sewer lines, drainage, sidewalks, roads and other public improvements related to the development of said plat, as shown on the approved site plan, including the reconstruction, restoration and repair of all existing and future street paving, shoulders, drainage swales, water and wastewater utilities and other drainage structures damaged or subsequently affected by construction of said improvements as determined by the City.

NOW THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully construct the improvements as stated herein without damaging any City road, facilities, utilities, property or easement and complete the work, acceptable to the City, according to approved plans, specifications and established standards within one (1) year from the date the final plat is approved, then this obligation shall be null and void, otherwise it shall remain in full force and effect. The City Administrator, for good cause shown by the Principal, may extend the time for installation of the public improvements for a period not to exceed six (6) months.

If the Principal shall be declared in default by the CITY for failure to construct the improvements or for damaging the City road, facilities, utilities, property or easement, the Surety shall have thirty (30) days from the date of said default within which to take whatever action it deems necessary to complete the work and/or repair damaged property if necessary. If, at the expiration of thirty (30) days from the date of said default, no arrangements have been made by the Principal or Surety satisfactory to the CITY for the corrective work required by the CITY, then the CITY shall have the right to perform such work and charge the cost thereof, including but not limited to, engineering, legal and other costs, together with any and all damages, which the CITY may sustain on account of the default. The CITY may, at its discretion, provide the Principal and

Surety with an estimate of costs of completing such work prior to completing such work, and the Principal and Surety shall be liable for the amount shown on such estimate prior to the CITY completing such work. After the expiration of the aforesaid grace period, the CITY shall have the additional right to contract for the completion of such work which the Principal has failed to perform or correct and upon the CITY's acceptance of the lowest responsible bid for the completion of said work, the Principal and Surety shall become immediately liable for the amount of said bid and in the event the CITY is required to commence legal proceedings for the collection thereof, interest shall accrue at the rate of twelve percent (12%) per annum beginning with the commencement of such legal proceedings. The CITY, at its discretion, may permit the Surety to complete such work in the event of the Principal's default. In such case, the Principal and Surety shall be jointly and severally liable hereunder to pay to indemnify the City, up to the amount of this bond, upon completion of said reconstruction, restoration or repair work, for the final total cost thereof, including but not limited to, engineering, legal and contingent costs together with any and all damages, which the City may sustain on account of the failure of the Principal to comply with all of the requirements thereof.

It is further agreed that the total amount of this bond shall be based on rates and/or unit costs as established in standards or other regulations currently in effect in the City of Titusville. In the event that the CITY commences suit for the collection of any sums due hereunder, the Principal agrees to pay all costs incurred by the CITY, including attorney's fees. No right or action shall accrue on this Bond to or for the use of any person or corporation other than the City names herein or the successors of the City. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Florida law for suit on contracts under seal.

The Surety hereby waives notice of and agrees that any changes or amendments to the Construction Plans, site plans or permits does not affect Surety's obligations under this Bond.

IN WITNESS HEREOF, the Principal and Surety has caused this Surety Performance Bond to be executed in its name and its respective corporate seal to be affixed, by its duly authorized officers,

EXECUTED this 20th day of December, 2023.

PRINCIPAL: Carolina Holdings II, LLC

_____

Print name: _____

Title: _____

SURETY: Atlantic Specialty Insurance Company

Lauren Blair

Print name: Lauren Blair

Title: Attorney-in-fact

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20___, by **PRINCIPAL** name, title _____ by means of ☐ physical presence or ☐ online notarization, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____
Notary Public, State of Florida
Printed Name:
My Commission expires:

STATE OF TN

COUNTY OF Shelby

The foregoing instrument was acknowledged before me this 20th day of December 2023, by **SURETY** name, title Lauren Blair, Attorney-In-fact by means of ☑ physical presence or ☐ online notarization, who is personally known to me or who has produced N/A as identification and who did (did not) take an oath.

ALISHA A. TIDWELL STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF SHELBY MY COMM. EXP. DEC. 06, 2026

Alisha A. Tidwell
Notary Public, State of Tennessee
Printed Name: Alisha A. Tidwell
My Commission expires: 12/6/2026

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **James R. Dickson, Kevin McDaniel, Margaret M Spalding, Mark R. Duggan, Lauren Blair, Adam McDonough, Alisha Tidwell**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 20th day of December 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

HONEYCUTT & ASSOCIATES, INC		SHEET No.:	1 OF 1
3700 SOUTH WASHINGTON AVENUE		DATE:	6/11/2026
TITUSVILLE, FL 32780		PROJECT No.:	25802-H

PROJECT **TRANQUILITY PHASE 2**

LANDSCAPING

ITEM No:	DESCRIPTION	SIZE	QUANTITY	UNITS	UNIT PRICE	EXTENDED
	MITITGATION TREES					
1	LIVE OAK	4"	73.0	EA	$735.00	$53,655.00
	TREES					
2	LIVE OAK	3"	20	EA	$630.00	$12,600.00
3	BALD CYPRESS	3"	24	EA	$507.00	$12,168.00
4	SLASH PINE	3"	71	EA	$520.00	$36,920.00
5	SOUTHERN RED CEDAR	30 GAL	2	EA	$590.00	$1,180.00
6	WAX MYRTLE	30 GAL	2	EA	$410.00	$820.00
7	MEDJOOL DATE PALM	14FT CT	39	EA	$5,380.00	$209,820.00
	SHRUBS					
8	COCOPLUM	3 GAL	64	EA	$12.00	$768.00
9	RED IXORA	3 GAL	458	EA	$12.00	$5,496.00
	GROUND COVERS					
10	BULBINE	1 GAL	1,357	EA	$5.50	$7,463.50
11	ANNUALS	1 GAL	499	EA	$2.63	$1,312.37
12	BAHIA GRASS		37,874	SF	$0.03	$1,136.22
	IRRIGATION					
13	IRRIGATION AND PUMPS		1	LS		$115,873.64
	TOTAL LANDSCAPE/IRRIGATION CONSTRUCTION COST					$459,212.73
	BOND AMOUNT (120%)					**$551,055.28**

This document has been digitally signed and sealed by Rodney M. Honeycutt, P.E. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Rodney M Honeycutt

Digitally signed by Rodney M Honeycutt
Date: 2026.06.11 14:35:56 -04'00'

RODNEY M. HONEYCUTT LICENSE No 46917 STATE OF FLORIDA PROFESSIONAL ENGINEER

Honeycutt & Associates, Inc.
ENGINEERS • PLANNERS 3700 S. Washington Avenue, Titusville FL 32780
email : mail@honeycutt.cc Phone : 321-267-6233 Fax : 321-269-7847

June 11, 2026

Brad Parrish
Community Development Director
555 S Washington Avenue
Titusville, Florida 32796

RE: Tranquility Phase 2 Bond Reduction Request
Case #: PSP23-0127 - Parcel #: 3026434 – Tranquility Phase 2

Dear Brad,

The Tranquility Phase 2 project was completed and closed out last August except for the landscape and irrigation portion of the project.

Two bonds were provided to the City for the project; one was for all construction except the sidewalks along lot frontage and a second for the sidewalks along lot frontage. The bond amounts were as follows:

-Construction bond for all work except sidewalks	$4,622,783.94
-Lot frontage sidewalk construction	$263,599.20

The landscape and irrigation cost for Tranquility Phase 2 is $459,212.73; therefore the bond amount for the remaining landscape and irrigation cost is $551,055.28 (120% of actual construction cost).

We are requesting a reduction in the phase 2 construction bond from the current $4,622,783.94 to $551,055.28.

If this meets your approval, we will provide a new bond in the amount of $551,055.28 and then the existing bond that includes project construction costs except the sidewalks along lot frontage can be terminated. The lot frontage sidewalk construction bond will remain in effect.

Thanks,

Rodney M Honeycutt Digitally signed by Rodney M Honeycutt
Date: 2026.06.11 15:14:11 -04'00'

Rodney Honeycutt, PE
President

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 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: **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 11 Aug 26

MEMORANDUM

August 11, 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 August 11, 2026:

A. ACTION ITEMS

None to Report

B. INFORMATION ITEMS

None to Report

Special Meetings and Events	
1st Budget Public Hearing	City Hall September 9, 2026 5:30 pm
Final Budget Public Hearing	City Hall September 21, 2026 5:30 pm
Boards and Commissions Recognition Ceremony	Indian River Preserve October 8, 2026 6:00 pm