



CITY OF TITUSVILLE

CITY COUNCIL

AGENDA

Regular Meeting

November 26, 2024 - 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

A. Reserved for Presentation(s)

There may not be adequate time at the regular City Council meeting scheduled on November 26, 2024 at 5:30 p.m. to hear all the presentations as outlined in the agenda. If necessary, the presentation(s) will be heard at this time during the regular City Council meeting on November 26, 2024 that commences at 6:30 p.m.

6. BOARDS AND COMMISSIONS

A. Board Of Trustees of the General Employees' Pension Plan

Appoint one member to the Board of Trustees of the General Employees' Pension Plan for a three-year term to expire on November 30, 2027 and confirm one member chosen by a majority of the four (4) remaining trustees of the General Employees' Pension Plan for a term to expire on November 30, 2027.

B. Titusville Environmental Commission - Leave of Absence

Consider Titusville Environmental Commission (TEC) Regular Member Hector Delgado's request for a two month leave of absence from the Titusville Environmental Commission meetings for the months of January and February 2025.

C. Titusville Environmental Commission (TEC)

Reappoint four regular members and one alternate member to the Titusville Environmental Commission for three-year terms to expire on November 30, 2027.

In addition, appoint one regular member to the Titusville Environmental Commission with an unexpired term to expire on November 30, 2025. This appointment is to fill the current vacancy on TEC.

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

8. CONSENT AGENDA

A. 2024 Tree City USA Application

Authorize the Mayor to sign the 2024 Tree City USA re-certification application.

B. Right of Way Vacate (ROW) Vacation Application No. 3-2020 - Extension Request

Approve Resolution No. 24-2023 amending Resolution No. 41-2020 to extend the expiration date for the right of way vacation (ROW No. 3-2020 - Huntington Park) an additional three-hundred sixty-five (365) days.

C. Right of Way Vacate (ROW) Vacation Application No. 4-2020 - Extension Request

Approve Resolution No. 25-2024 amending Resolutions No. 7-2021, No. 8-2023 and No. 1-2024 to extend the expiration date for the right of way vacation (ROW No. 4-2020 - Falcon's Roost) an additional three-hundred sixty-five (365) days.

D. Code Enforcement Special Magistrate Selection

Approve the award of RFQ# 25-Q-01 Special Magistrate - Code Enforcement to the Law firm DHN Attorneys, Mr. Don Nguyen and Mr. Ryan Fong. Authorize the Mayor to execute the proposed contract for a three (3) year term with option

for two (2) one-year renewals for the estimated annual amount of \$18,000, and authorize the Mayor to execute the proposed Resolution No. 27-2024.

E. Florida Department of Environmental Protection (DEP) Grant Awarded for Resilient Florida Planning

Authorize the City Manager to execute the task order #GEOWO03 in the amount of \$135,000 to Geosyntec to implement the grant agreement with the Florida Department of Environmental Protection (DEP) to conduct a Comprehensive Vulnerability Assessment and complete an Adaptation Plan.

F. Resolution No. 26-2024 Approving Temporary Closure of State Roads for Special Events - Titusville Christmas Parade, December 14, 2024

Approve Resolution No. 26-2024 road closure for South Washington Avenue, starting at the parking lot of 150 South Terrier Trail routing North and ending at Broad Street for 2024 Annual Christmas Parade, Saturday, December 14, 2024.

G. Fiscal Year 2024 Budgetary Carry Forward List for Machinery and Equipment

Approve the Fiscal Year 2024 Budgetary Carry Forward List for Machinery and Equipment and the associated budget amendment.

H. Use of Orange County School Board Contract ITB2004132 for Environmental Remediation Services

Approve piggyback use of Orange County School Board Contract ITB2004 for Environmental Services. In addition, approve the following: (1) Orange County School Board Contract ITB2004 to the Vendor of Record to be utilized for Environmental Remediation Services with an estimated annual expenditure of \$100,000.

I. Contract for City Dark Fiber with Spectrum Enterprises

Approve the Contract between the City of Titusville and Spectrum Enterprises at a five-year fixed cost of \$91,584 annually subject to availability of funds; and authorize the Mayor to execute the required documents upon review and approval by the City Manager, City Attorney and Purchasing and Contracting Administrator.

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

A. Ordinance No. 45-2024 - Consolidated Fees for Development Applications and Legal Advertising Ordinance

Table the public hearing and second reading of Ordinance No. 45-2024 Consolidated Fees for Development Applications and Legal Advertising to the regular City Council meeting on December 10, 2024 at 6:30 p.m. City Council tabled the first reading of this ordinance at their regular City Council meeting on November 12, 2024; therefore, the recommended action is to table the public hearing and hold the first reading at this meeting.

Ordinance No. 45-2024 amending the Code of Ordinances by amending

Community Development Fees by amending Development Review Procedures Manual Sections 17.1 “Comprehensive Plan Amendment, Zoning/Rezoning, Conditional Use Permits, Development Review Committee and Master Plan Fees”, 17.4 “Board of Adjustments and Appeals Fees”, 17.5. Development Agreement/Vested Rights Application/Beneficial Use Determination/Transfer of Development Rights/Administrative Waiver”, and 17.6 “Vacating Rights-of-Way and Easement/Streets Renaming”; by adding a new Section 17.8 “Building Relocation Pursuant to Chapter 6-10, Buildings and Building Regulations, Amendments” to provide a Building Relocation Fee; by renumbering and amending Section 17.8 “Fee Refund/Waiver Policy” to be Section 17.9; and by adding a new Section 17.10 “Special Circumstances” authorizing City to collect fees equal to cost if new advertising requirements are created; providing for findings, severability, repeal of conflicting ordinances, incorporation into the code and an effective date. (This is a legislative item.) **(The first reading will be held at this meeting and the public hearing will be held at the regular City Council meeting on December 10, 2024 at 6:30 p.m.)**

On November 6, 2024, the Planning and Zoning Commission recommended approval, 7-0.

B. Ordinance No. 46-2024 - Willow Creek Community Development District (CDD) Contraction Amendment

Table the public hearing and second reading of Ordinance No. 46-2024 Willow Creek Community Development District (CDD) Contraction Amendment to the regular City Council meeting on December 10, 2024 at 6:30 p.m. City Council tabled the first reading of this ordinance at their regular City Council meeting on November 12, 2024; therefore, the recommended action is to table the public hearing and hold the first reading at this meeting.

Ordinance No. 46-2024 amending Ordinance No. 88-2005 and contracting the boundary of the Willow Creek Community development district pursuant to Chapter 190, Florida Statutes (2024); providing a title; providing findings; describing the amended external boundaries of the district; describing the functions and powers of the district; providing for notice requirements; providing for severability; providing for administrative correction of the scrivener’s errors; and providing an effective date. **(The first reading will be held at this meeting and the public hearing will be held at the regular City Council meeting on December 10, 2024 at 6:30 p.m.)**

C. Ordinance No. 47-2024 - Willow Creek II Community Development District (CDD) Establishment

Table the public hearing and second reading of Ordinance No. 47-2024 Willow Creek II Community Development District (CDD) Establishment to the regular City Council meeting on December 10, 2024 at 6:30 p.m. City Council tabled the first reading of this ordinance at their regular City Council meeting on November 12, 2024; therefore, the recommended action is to table the public hearing and hold the first reading at this meeting.

Ordinance No. 47-2024 granting the petition to establish the Willow Creek II Community Development District, pursuant to Chapter 190, Florida Statutes (2024), concerning that approximately 425.15 +/- acres of land; providing a

title; describing the petition to establish the Willow Creek II Community Development District; creating and naming the district; providing findings; describing the functions and powers of the district; providing for notice requirements; designating five persons to serve as the initial members of the district's board of supervisors; providing for severability; providing for administrative correction of scrivener's errors; and providing an effective date. **(The first reading will be held at this meeting and the public hearing will be held at the regular City Council meeting on December 10, 2024 at 6:30 p.m.)**

D. Live Local Property Tax Exemption Resolution No. 22-2024

Adopt Resolution No. 22-2024 to Opt Out of the Live Local Property Tax Exemption per Section 196.1978(3)(o), Florida Statutes.

10. ORDINANCES - FIRST READING

A. Ordinance No. 45-2024 - Consolidated Fees for Development Applications and Legal Advertising Ordinance

Conduct the first reading of Ordinance No. 45-2024 Consolidated Fees for Development Applications and Legal Advertising.

Ordinance No. 45-2024 amending the Code of Ordinances by amending Community Development Fees by amending Development Review Procedures Manual Sections 17.1 "Comprehensive Plan Amendment, Zoning/Rezoning, Conditional Use Permits, Development Review Committee and Master Plan Fees", 17.4 "Board of Adjustments and Appeals Fees", 17.5. Development Agreement/Vested Rights Application/Beneficial Use Determination/Transfer of Development Rights/Administrative Waiver", and 17.6 "Vacating Rights-of-Way and Easement/Streets Renaming"; by adding a new Section 17.8 "Building Relocation Pursuant to Chapter 6-10, Buildings and Building Regulations, Amendments" to provide a Building Relocation Fee; by renumbering and amending Section 17.8 "Fee Refund/Waiver Policy" to be Section 17.9; and by adding a new Section 17.10 "Special Circumstances" authorizing City to collect fees equal to cost if new advertising requirements are created; providing for findings, severability, repeal of conflicting ordinances, incorporation into the code and an effective date. (This is a legislative item.) **(On November 12, 2024, City Council tabled the first reading to the regular City Council meeting on November 26, 2024 at 6:30 p.m. The public hearing will be scheduled for the regular City Council meeting on December 10, 2024 at 6:30 p.m.)**

On November 6, 2024, the Planning and Zoning Commission recommended approval, 7-0.

B. Ordinance No. 46-2024 - Willow Creek Community Development District (CDD) Contraction Amendment

Conduct the first reading of Ordinance No. 46-2024 Willow Creek Community Development District (CDD) Contraction Amendment.

Ordinance No. 46-2024 amending Ordinance No. 88-2005 and contracting the boundary of the Willow Creek Community development district pursuant to

Chapter 190, Florida Statutes (2024); providing a title; providing findings; describing the amended external boundaries of the district; describing the functions and powers of the district; providing for notice requirements; providing for severability; providing for administrative correction of the scrivener's errors; and providing an effective date. **(On November 12, 2024, City Council tabled the first reading to the regular City Council meeting on November 26, 2024 at 6:30 p.m. The public hearing will be scheduled for the regular City Council meeting on December 10, 2024 at 6:30 p.m.)**

C. Ordinance No. 47-2024 - Willow Creek II Community Development District (CDD) Establishment

Conduct the first reading of Ordinance No. 47-2024 Willow Creek II Community Development District (CDD) Establishment.

Ordinance No. 47-2024 granting the petition to establish the Willow Creek II Community Development District, pursuant to Chapter 190, Florida Statutes (2024), concerning that approximately 425.15 +/- acres of land; providing a title; describing the petition to establish the Willow Creek II Community Development District; creating and naming the district; providing findings; describing the functions and powers of the district; providing for notice requirements; designating five persons to serve as the initial members of the district's board of supervisors; providing for severability; providing for administrative correction of scrivener's errors; and providing an effective date. **(On November 12, 2024, City Council tabled the first reading to the regular City Council meeting on November 26, 2024 at 6:30 p.m. The public hearing will be scheduled for the regular City Council meeting on December 10, 2024 at 6:30 p.m.)**

D. Ordinance No. 48-2024 - Annual update of the 5-Year Capital Improvements Schedule (2025-2029) relating to the Capital Improvement Element of the Comprehensive Plan (CPA Application No. 3-2024).

Conduct the first reading of Ordinance No. 48-2024 updating the five-year Capital Improvements Schedule of the Comprehensive Plan of the City of Titusville for the 2025 – 2029 horizon.

Ordinance No. 48-2024 , an ordinance of the City of Titusville, Florida, updating the five-year Capital Improvements Schedule of the Comprehensive Plan of the City of Titusville for the 2025 – 2029 horizon relating to the Capital Improvement Element; and providing for an effective date. (This is a legislative item.) (The public hearing is scheduled for the regular City Council meeting on December 10, 2024 at 6:30 p.m.)

The Planning and Zoning Commission, Local Planning Agency, will consider this item at their regular meeting on December 4, 2024.

E. Ordinance No. 49-2024, Granting a Franchise to Pivotal Utility Holdings Inc. db/a Florida City Gas

Conduct the first reading of Ordinance No. 49-2024 - An Ordinance of the City of Titusville, Florida, granting a non-exclusive franchise to Pivotal Utility Holdings Inc. d/b/a Florida City Gas to permit the construction, maintenance, and operation of natural gas facilities within the City. (The public hearing is

scheduled for the regular City Council meeting on December 10, 2024 at 6:30 p.m.)

11. OLD BUSINESS

12. NEW BUSINESS

A. Update Council Member Appointments to Serve on Outside Agencies

Update Council Member appointments to serve on Outside Agencies. Members of City Council are appointed to serve on various outside agencies to represent the interests of the citizens of the City of Titusville.

B. Parrish Landing Water and Sewer Service Agreement

Staff recommends approval of the utility service and voluntary annexation agreement to provide service to 62 single family homes in the proposed Parrish Landing subdivision, to authorize the execution of the agreement by the Mayor, to defer the annexation to a future date to be determined by Council, and the agreement is subject to the review of the City Attorney.

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

14. MAYOR AND COUNCIL REPORTS

A. Mayor's Report

There is no written report.

B. Council Reports

City 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 COUNCIL

To: Members of the City Council
From: Scott Larese, City Manager
Subject: **Reserved for Presentation(s)**
Department/Office: City Clerk

Recommended Action:

There may not be adequate time at the regular City Council meeting scheduled on November 26, 2024 at 5:30 p.m. to hear all the presentations as outlined in the agenda. If necessary, the presentation(s) will be heard at this time during the regular City Council meeting on November 26, 2024 that commences at 6:30 p.m.

Summary Explanation & Background:

N/A

Alternatives:

N/A

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

None

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the City Council
From: Scott Larese, City Manager
Subject: **Board Of Trustees of the General Employees' Pension Plan**
Department/Office: City Clerk

Recommended Action:

Appoint one member to the Board of Trustees of the General Employees' Pension Plan for a three-year term to expire on November 30, 2027 and confirm one member chosen by a majority of the four (4) remaining trustees of the General Employees' Pension Plan for a term to expire on November 30, 2027.

Summary Explanation & Background:

The duties and responsibilities of the board shall include, but not necessarily be limited to the following: (1) Construe the provisions of the system and determine all questions arising thereunder; (2) Determine all questions relating to eligibility and participation; (3) Determine and certify the amount of all retirement allowances or other benefits hereunder; (4) Establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters required to administer the system; (5) Distribute to the members, at regular intervals, information concerning the system; (6) Receive and process all applications for participation and benefits; (7) Authorize all payments whatsoever from the fund, and notify the disbursing agent, in writing, of approved benefit payments and other expenditures arising through operation of the system and fund; (8) Have actuarial studies and valuations performed, as least as often as required by law, and make recommendations regarding any and all changes in the provisions of the system; and (9) To perform such other duties as are required to prudently administer the system. The board meetings are held quarterly on a weekday generally at 1:30 p.m. at Titusville City Hall.

The term of Member Terry Tolbert expires on November 30, 2024. He has expressed his willingness and desire to continue to serve on this board for a three-year term to expire on November 30, 2027.

In addition, Stan Retz was appointed by the remaining four trustees of the Board of Trustees of the General Employees' Pension Plan to serve an additional three years for a term to expire on November 30, 2027. This appointment was made on August 20, 2024 and must be confirmed by the City Council.

Alternatives:

Take no action.

Item Budgeted:

n/a

Source/Use of Funds/Budget Book Page:

n/a

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Tolbert, Terry
2. Email

**CITY OF TITUSVILLE
BOARDS AND COMMISSIONS
APPLICANT INFORMATION FORM**

Please Type, if possible (or print clearly)

Date: 11-4-2015

Name: TOLBERT TERRY L
(Last) (First) (M.I.)

Address: Home: 3871 S. RIDGE CIRCLE Zip Code: 32796
TITUSVILLE FL

Business: 7380 MURRELL RD Zip Code: 32940
VIERA, FL

Telephone: Home: 321-883-1434 Business: 321-253-3131 Cell: _____

Email Address: ttolbert@alleninvestments.com

Employer: ALLEN & COMPANY OF FLORIDA

Position/Occupation: FINANCIAL ADVISOR How Long: 3yrs

Education: Post secondary educational institutions attended:

Name & Location	Dates Attended	Degrees Earned
<u>METHODIST UNIVERSITY</u>	<u>08/78 - 05/82</u>	<u>B.A. BUSINESS ADMIN.</u>
<u>STETSON UNIVERSITY</u>	<u>08/82 - 05/85</u>	<u>MED.</u>

Professional Licenses or Certificates Held:

Title	Date Issued	Issuing Authority
<u>REGISTERED REPRESENTATIVE</u>	<u>12-14-1985</u>	<u>FINRA</u>
<u>CERTIFIED FINANCIAL PLANNER</u>	<u>08-01-2008</u>	<u>CFP BOARD</u>

Board(s) Preferred:

GENERAL EMPLOYEE PENSION BOARD

Please answer the following questions:

- Are you a City of Titusville Resident? Yes No
- Are you a Registered Voter? Yes No
If yes - please give Registration Number: _____ and Date of Registration: 08-18-1986
- Are you currently serving on a City Board? Yes No
- Have you ever served on a City Board? Yes No
If yes, which Board and when? POLICE & FIRE PENSION BOARD
- How long have you lived in Titusville? 30 Years
- Do you feel you have adequate time to devote to this board/commission membership? Yes No
- May we submit your application each time a vacancy occurs rather than phone you? Yes No

Personal/Professional References:

Name	Address	Telephone
KEITH ALBRITTON		863-688-9080
ROSE DILECCE		321-253-3131

Work Experience:

ALLEN & COMPANY OF FLORIDA	1401 S. FLORIDA AVE. LAKELAND, FL. 33803	863-688-9080
MERRILL LYAGH	775 E. MERRITT ISLAND CSWY. Ste 300. Merritt Island, FL 32853	321-459-5200

Community Involvement:

PAST PRESIDENT of KIWANIS CLUB of N. BREVARD

BOARD MEMBER - MELBOURNE REGIONAL CHAMBER.

Interests/Activities:

Why do you desire to serve on this/these Board(s)?

I ENJOYED SERVING ON THE POLICE & FIRE PENSION BOARD.

TO MAKE A DIFFERENCE FOR MY COMMUNITY.

- NOTE: A resume or separate sheet with additional information may be included.

APPLICANT CERTIFICATION

By placing my signature below, I do hereby acknowledge that I understand the following:

- This Applicant Information Form, when completed and filed with the City Clerk's Office, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and, therefore, is open to public inspection by any person.
- As an applicant, I am responsible for keeping the information on this form current and that any changes or updates to this form can be made by calling, faxing, writing, or visiting the City Clerk's Office.
- As an applicant, I am aware that City and State law requires that members of certain boards file a detailed financial disclosure form.
- This application is effective for ONE YEAR from the date of receipt by the City Clerk's Office. To be eligible for appointment, each member must be a registered voter and resident of the City of Titusville for one year immediately prior to the appointment.
- Under the provisions of Section 2-52 of the Code of Ordinances, "Persons wishing to be considered for appointments shall file with the City Clerk's Office a statement of their interest and comply with Section 2-51, no later than five (5) days prior to the meeting at which the appointment is scheduled. The time limit in this subsection may be waived when a position on a board or commission has been open or available for appointment for a period of fifteen (15) days and there is only one (1) applicant for the position.
- The information provided on this form is true and correct and is hereby given the City Council or its designated representative to verify any and/or all information provided.

11-04-2015
Date Signed

[Signature]
Applicant Signature

City Clerk's Office Use Only:

Date Application Received: _____
Receipt Acknowledged By: _____

RETURN COMPLETED APPLICATIONS TO: City Clerk's Office, P.O. Box 2806, Titusville, FL 32781-2806, Telephone Number - 321-567-3686

From: [Enright, Julie](#)
To: [Wells, Wanda](#)
Cc: [Donhoff, Jolynn](#); [Campbell, Emily](#)
Subject: PENSION BOARD - GENERAL EMPLOYEES
Date: Wednesday, August 21, 2024 2:32:52 PM

The General Employees confirmed the Fifth member term renewal of Stanley Retz (expires 11/30/24) for an additional term at the 8/20/24 pension board meeting.

In addition, Terry Tolbert confirmed that he would like to be considered for an additional term as the City Council appointed member (term expires 11/30/24)

Julie Enright
321-427-2223

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the City Council
From: Scott Larese, City Manager
Subject: **Titusville Environmental Commission - Leave of Absence**
Department/Office: City Clerk

Recommended Action:

Consider Titusville Environmental Commission (TEC) Regular Member Hector Delgado's request for a two month leave of absence from the Titusville Environmental Commission meetings for the months of January and February 2025.

Summary Explanation & Background:

Titusville Environment Commission Regular Member Hector Delgao has requested a leave of absence from the Titusville Environmental Commission meetings for the months of January and February 2025. See attached email.

Alternatives:

1. Approve the request for a leave of absence.
2. Do not approve the request for a leave of absence.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. TEC Leave of absence

Campbell, Emily

From: Dargie, Laurie
Sent: Thursday, November 14, 2024 9:34 AM
To: Campbell, Emily; Wells, Wanda
Subject: FW: TEC Member Delgado Leave of Absence

Follow Up Flag: Follow up
Flag Status: Flagged

Emily –

Hector Delgado of the Titusville Environmental Commission is requesting to be excused by City Council from missing the January and February 2025 TEC meetings. Can this be put on City Council's agenda for consideration? Let me know if I actually need to put this on the agenda myself, I've not done this in the past but I will if I need to.

Thanks,

Laurie Dargie
City of Titusville
Community Development
Senior Administrative Assistant
Ph# 321-567-3778

From: Galindo, Eddy <eddy.galindo@titusville.com>
Sent: Thursday, November 14, 2024 9:30 AM
To: Dargie, Laurie <Laurie.Dargie@Titusville.com>
Subject: TEC Member Delgado Leave of Absence

Good morning Laurie,

Please prepare a council agenda item for Member Delgado's requested leave of absence for the January and February TEC meetings.

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

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the City Council
From: Scott Larese, City Manager
Subject: **Titusville Environmental Commission (TEC)**
Department/Office: City Clerk

Recommended Action:

Reappoint four regular members and one alternate member to the Titusville Environmental Commission for three-year terms to expire on November 30, 2027.

In addition, appoint one regular member to the Titusville Environmental Commission with an unexpired term to expire on November 30, 2025. This appointment is to fill the current vacancy on TEC.

Summary Explanation & Background:

This is a seven-member, two-alternate member board that has the responsibility of studying general environmental conditions in and surrounding the City of Titusville and make specific recommendations to the City Council regarding the environmental effects of existing conditions, future public and private development projects subjects of particular environmental/water resource concern, and issues regarding environmental sustainability. It meets once a month on a Wednesday the week following the first Planning and Zoning Commission meeting at 5:30 p.m. at City Hall in the Council Chamber, 555 South Washington Avenue, Titusville, Florida.

To be eligible for appointment to this Commission, each member must be a registered voter and resident of the City for a period of one year prior to appointment. To the extent that council is unable to appoint members that meet these qualifications, it may appoint up to three (3) non-residents of the City who reside within the boundaries of North Brevard District 1, who are registered voters and whose application demonstrates an educational background or professional experience in environmental or sustainability issues.

Regular Members Laurilee Thompson, Beth Ann Tucker, Thomas Perez, and Yvette Flis have expressed their willingness and desire to continue to serve on this board as regular members for another three-year term expiring on November 30, 2027. Alternate Member William Young has expressed his willingness and desire to serve on this board as an alternate member for another three-year term expiring on November 30, 2027. The request is to reappoint these four regular members and one alternate member to

the TEC.

In addition, staff is requesting to fill the current vacancy on TEC. Ms. Tanya Hudson (non-resident) has expressed her willingness and desire to serve on this board as a regular member with an unexpired term to expire on November 30, 2025. Staff contacted Alternate Members William Young and Joshua Koci and they do not wish to be considered as a regular member at this time.

There are currently no other applications on file for consideration.

Alternatives:

Do not make an appointment at this time.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Flis, Yvette
2. Hudson, Tanya (non resident) Board Application
3. Perez, Thomas Application
4. Thompson, Laurilee
5. Tucker, Beth Ann

CITY OF TITUSVILLE
BOARDS AND COMMISSIONS
APPLICANT INFORMATION FORM

Please Type, if possible (or print clearly)

Date: August 16, 2021

Name: Flis Yvette _____
(Last) (First) (M.I.)

Address: Home: 4860 Santa Rosa Ave Zip Code: 32780-6816
Titusville, FL 32

Business: _____ Zip Code: _____

Telephone: Home: _____ Business: _____ Cell: 321 603 8264

Email Address: yvette.flis@gmail.com

Employer: retired

Position/Occupation: Env. Chem / Pretreatment Co. How Long: 7 1/2 yr

Education: Post secondary educational institutions attended:

Name & Location	Dates Attended	Degrees Earned
<u>UCF</u> <u>ORLANDO FL</u>	<u>grad 1995</u>	<u>BS in Chem</u>

Professional Licenses or Certificates Held:

Title	Date Issued	Issuing Authority

Board(s) Preferred:

Environmental Council

Please answer the following questions:

- Are you a City of Titusville Resident? Yes No
- Are you a Registered Voter? Yes No
If yes - please give Registration Number: _____ and Date of Registration: _____
- Are you currently serving on a City Board? Yes No
- Have you ever served on a City Board? Yes No
If yes, which Board and when? _____
- How long have you lived in Titusville? 30 Years
- Do you feel you have adequate time to devote to this board/commission membership? Yes No
- May we submit your application each time a vacancy occurs rather than phone you? Yes No

Personal/Professional References:

Name	Address	Telephone
Kathleen and Thomas Peter	3015 SW Washington 32780	301-514-8659 240-285-6189
Jo Lynn Nelson	5 INDIAN RIVER AVE 32796	

Work Experience:

10/31/2000 - 9/18/2010 City of Cocoa Beach LAB DIRECTOR/PRETREATMENT CREDIT MGR

1996-2000 City of Cape Canaveral LAB DIRECTOR/ENV. ANALYST

Community Involvement:

ENCHANTED FOREST VOLUNTEER

Interests/Activities:

NATURE, TEXTILES, ART, WRITING

Why do you desire to serve on this/these Board(s)?:

OUR ENVIRONMENT IS TOP PRIORITY, and in attempts to make IT HIGHER PRIORITY FOR THE CITY, RESIDENTS MUST BE INVOLVED

- NOTE: A resume or separate sheet with additional information may be included.

APPLICANT CERTIFICATION

By placing my signature below, I do hereby acknowledge that I understand the following:

1. This Applicant Information Form, when completed and filed with the City Clerk's Office, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and, therefore, is open to public inspection by any person.
2. As an applicant, I am responsible for keeping the information on this form current and that any changes or updates to this form can be made by calling, faxing, writing, or visiting the City Clerk's Office.
3. As an applicant, I am aware that City and State law requires that members of certain boards file a detailed financial disclosure form.
4. This application is effective for ONE YEAR from the date of receipt by the City Clerk's Office.
5. Under the provisions of Section 2-52 of the Code of Ordinances, "Persons wishing to be considered for appointments shall file with the City Clerk's Office a statement of their interest and comply with Section 2-51, no later than five (5) days prior to the meeting at which the appointment is scheduled. The time limit in this subsection may be waived when a position on a board or commission has been open or available for appointment for a period of fifteen (15) days and there is only one (1) applicant for the position.
6. The information provided on this form is true and consent is hereby given the City Council or its designated representative to verify any and/or all information provided.

8/17/2021
Date Signed

Yvette Flus
Applicant Signature

City Clerk's Office Use Only:

Date Application Received:

8/17/21

Receipt Acknowledged By:

Emily Campbell

RETURN COMPLETED APPLICATIONS TO: City Clerk's Office, P.O. Box 2806, Titusville, FL 32781-2806, Telephone Number - 321-567-3686

**CITY OF TITUSVILLE
BOARDS AND COMMISSIONS
APPLICANT INFORMATION FORM**

Please Type, if possible (or print clearly)

Date 10-23-24

Name: Hudson Tanya M
(Last) (First) (MI.)

Address Home: 3960 Rambling Acres Dr Zip Code 32796
Titusville FL 32796

Business 3650 Bobbi Ln Zip Code: 32780
Suite # 121
Titusville FL

Telephone: Home N/A Business: 321 567 5253 Cell: 703 424 6746

Email Address: tanya@paradisesignsandgraphics.com

Employer: self (I own my business)

Position/Occupation: Owner/CEO How Long _____

Education: Post secondary educational institutions attended.

Name & Location	Dates Attended	Degrees Earned
<u>UCF - Orlando</u>	<u>1992 - 1994</u>	<u>BS / Chemistry</u>
<u>Duke University</u>	<u>1995 - 1997</u>	<u>Masters of Environmental Mgt (Focus - Toxicology)</u>

Professional Licenses or Certificates Held

Title	Date Issued	Issuing Authority
<u>Woman Owned Business Enterprise</u>	<u>2024</u>	<u>WBENC</u>

Board(s) Preferred:
Environmental Committee (TEC)

Please answer the following questions:

- Are you a City of Titusville Resident? Yes No
- Are you a Registered Voter? Yes No
If yes - please give Registration Number 130866584 and Date of Registration. 7/25/2022
- Are you currently serving on a City Board? Yes No
- Have you ever served on a City Board? Yes No
If yes, which Board and when? _____
- How long have you lived in Titusville? 2.5 Years recently (but I grew up here 1971 -> 1994)
- Do you feel you have adequate time to devote to this board/commission membership? Yes No
- May we submit your application each time a vacancy occurs rather than phone you? Yes No

Personal/Professional References:

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Jolynn Nelson (Council Woman) (Mayor)		321 412 5427
Dan Diesel		321 615 1019

Work Experience:

please see attached Resume

Community Involvement:

please see attached Resume

Interests/Activities:

Hiking, Kayaking, Cooking, Travel, Yoga

Why do you desire to serve on this/these Board(s)?:

I believe my education & experience could/would benefit the TEC.

- **NOTE: A resume or separate sheet with additional information may be included.**

APPLICANT CERTIFICATION

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10-23-24
Date Signed


Applicant Signature

City Clerk's Office Use Only:

Date Application Received:

10/23/24

Receipt Acknowledged By:

E. Campbell

RETURN COMPLETED APPLICATIONS TO: City Clerk's Office, P.O. Box 2806, Titusville, FL 32781-2806, Telephone Number - 321-567-3686

Affordable Housing Advisory Committee

Supplemental Application

Name of Applicant: N/A Date: _____

If you wish to serve as a member to the Affordable Housing Advisory Committee, please mark the following that apply to your expertise/experience:

- One local citizen who is actively engaged in the residential home building industry in connection with affordable housing.
- One local citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.
- One local citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
- One local citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
- One local citizen who is actively engaged as a for-profit provider of affordable housing
- One local citizen who is actively engaged as a not-for-profit provider of affordable housing
- One local citizen who is actively engaged as a real estate professional in connection with affordable housing.
- One local citizen who actively serves on the local planning agency pursuant to s. 163.3174.
- One local citizen who resides within the jurisdiction of the local governing body making the appointments.
- One local citizen who represents employers within the jurisdiction.
- One local citizen who represents essential services personnel, as defined in the Local Housing Assistance Plan (LHAP).

Experience: _____

Board of Adjustments and Appeals

Supplemental Application

Name of Applicant: N/A Date: _____

If you wish to serve as a member to the Board of Adjustments and Appeals, please check the following that apply to your expertise/experience:

- _____ **A licensed architect**
- _____ **A licensed engineer**
- _____ **A licensed landscape architect**
- _____ **A licensed surveyor**
- _____ **A general contractor**
- _____ **A building contractor**
- _____ **A person associated with the Building Trades Industries**
- _____ **A person having an education degree (bachelor or master degree) in Urban Planning**
- _____ **A person with a current American Institute of Certified Planner Certification**
- _____ **A person with a minimum of ten (10) years experience in land development**
- _____ **A person with a minimum of ten (10) years experience in urban planning field**
- _____ **Public-At-Large (No expertise/experience in any of the areas above)**

Please provide additional information regarding the expertise/experience above: _____

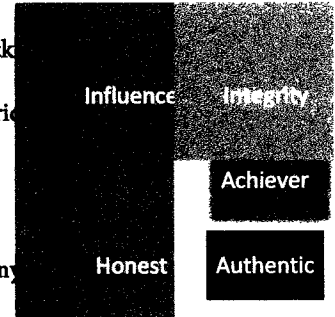
TANYA M. HUDSON

Titusville, FL | 703-424-6746
tanyahudson21@yahoo.com
www.linkedin.com/in/tanya-hudson-03779529/

BUINESS OWNER, Paradise Signs and Graphics

Building relationships and partnerships that yield robust organizational results

Persuasive and highly accomplished senior executive with extensive leadership experience improving customer and employee experience, driving cultural transformation, and leading customer-facing teams in diverse and ever-changing environments. Demonstrates a proven track record of success strengthening the bench and moving the needle in all phases of people management to move the organization forward. Servant based leader fostering a customer-centric culture through employee engagement. Forward-thinking executive coaching and developing through change, challenges, and roadblocks while delivering strong interpersonal, presentation, written, and verbal communication proficiencies.



Current founder and owner of Paradise Signs and Graphics, a full service signs and graphics company in Titusville, Florida.

Areas of Expertise

Highly Regulated Industries
Employee Engagement
Culture Leadership

- Customer Relationships
- Transformation Leadership
- Change Management

- Dynamic Speaker
- Key Performance Indicators
- Team Building

Professional Experience

Owner and CEO, Paradise Signs and Graphics February 2023 - Present

Paradise Signs and Graphics is a full-service, custom sign company located in Titusville, Florida. We serve all of Brevard County, Orlando and beyond. You can rely on us for all types of sign services in Orlando, Space Coast, and beyond. From illuminated 3D signs to vehicle wraps and large format printing, there is nothing our sign makers cannot do to strengthen your marketing efforts. Our commitment to our customers shines through in exemplary customer service and work that offers significant value.

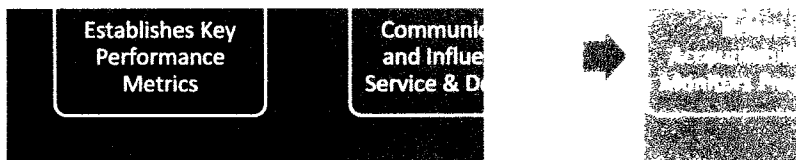
WELLS FARGO (2019 – 2022)

Provider of banking, mortgage, investing, credit card, and personal, small business, and commercial financial services.

SENIOR VICE PRESIDENT

Key executive leader in the Consumer Small Business Banking Contact Center team directly responsible for the strategic direction and overall operations. Heads customer-facing team delivering world-class service empowered customer success while enhancing customer experience. Responsible for shaping the employee customer experience strategy and philosophy, actively listening and deeply understanding perspectives while utilizing insights to raise awareness and make informed decision on future strategies and programs.

- Powerfully managed a team of 2,500+ members spanning 6+ site locations cultivating a culture of transparency, innovation, and high productivity.
- Efficiently and expertly handles 2.5MM customer contacts monthly for deposit product customers.
- Develops and deploys a robust customer experience strategy focusing on enhancing the customer and employee experience while driving efficiency, strategic advantage, and enterprise growth.
- Collaborates cross-functionally with internal business partners in the development and implementation of effective strategies to improve customer and employee experience across multiple channels.
- Champions transformation and change management by developing and executing strategies comprising streamlining the organizational structure, implementing innovative initiatives such as integrating telework during the pandemic, and shifting the workforce into more suitable roles.
- Infuses a customer-centric mindset, drives efficiency while maintaining high standards within customer and employee experience, and tracks progress ensuring strategy reflects the evolution of how the organization operates.
- Commended for building morale and team motivation while driving customer and employee experience:



WASHINGTON GAS & LIGHT (WGL) (2000–2019)

A diversified energy business that provides natural gas, electricity, green power, carbon reduction, and energy services.

CHIEF CUSTOMER OFFICER (2010–2019)

Served as a key executive directly responsible for the overall customer experience while functioning as the voice of the customer. Accountable for all strategy, policies, procedures, and compliance while directing customer experience initiatives within the Call Center, social media, digital and self-service, key accounts, back office, as well as credit and collections. Created a persistent focus on the customer, managed customer relationships, and propelled the organization to work cohesively for optimum customer experience delivery.

- Leveraged adeptness and experience to lead transformation resulting in a 100-point surge in residential satisfaction while achieving “Most Trusted Brand” recognition for residential utilities by a Cogent Reports Study.
- Implemented initiative eliminating customer appointment requirements resulting in a \$500K annual cost savings.
- Spearheaded two major business process outsourcing transitions resulting in a \$22M cost savings over five years.
- Developed and implemented innovative engagement strategies including incorporating a national level rodeo competition to increase collaboration, yield teamwork, and sharpen skills while translating gains to the workplace enhancing employee engagement, performance, and productivity.
- Inspirational keynote speaker for “Women in Utilities” event at CS Week 2018.
- Transformed an underperforming employee by gaining a comprehensive understanding of capabilities and motivation, provided professional development to enhance knowledge and skills, and aligned the employee into a proper position driving performance and productivity while empowering success.

EARLY CAREER HIGHLIGHTS (1997–2010)

Division Head, Safety, Compliance, System Integrity & Technology | Washington Gas & Light (2009–2010): Led operational improvements, performance, and reporting ensuring compliance with local, state, and federal regulations.

Director, Operations Compliance | Washington Gas Company (2006–2009): Directed technical business functions encompassing facility management, DOT pipeline safety, OSHA employee safety, environmental compliance, and many more.

Manager, Operations Compliance | Washington Gas Company (2004–2006): Managed OSHA and DOT compliance, operator qualification training, and compliance audits. Conducted pivotal negotiations reducing \$200K+ for probable violations.

Change Management Lead, WIN Project | Washington Company (2003–2004): Special project assignment. Developed change management and training plans for an \$8.5M work management project. Developed enterprise communication strategies.

Section Leader, Environment Department | Washington Company (2000–2004): Led a team responsible for complex environmental compliance, managed the budget, goal development, as well as individual growth and performance plans.

Senior Environmental Scientist | Southern Natural Gas Company (SNG) (1997–2000): Led environmental compliance for multiple states, enhanced awareness, and communicated with regulatory agencies.

Education | Community

Member, Chief (*organization designed for women in the C-Suite, senior executives, and accomplished VPs to strengthen their leadership, magnify their influence, and pave the way to bring others with them*)

Master of Environmental Management | Duke University

Bachelor of Science (BS), Chemistry | University of Central Florida

2010 Graduate and Former Board of Directors | Lead Virginia

Executive Sponsor | WGL Fall Community Service Team

Team Captain and Regional Leadership Committee | Leukemia and Lymphoma Society, Light the Night Walk

Member, Board of Governors, Surfside Playhouse, Cocoa Beach, FL

Accolades

“compassionate leader”. Because of that quality, she builds highly effective and motivated teams that are clearly focused on the needs of the customers they serve. Quite simply, she gets results. I’m proud to have had the pleasure of working with her.’

*Terry M., Retired Chairman & CEO
WGL Holdings, Inc. & WGL*

‘Tanya brings with her a unique balance of business acumen and a genuine, personalized focus on her people...their goals, their morale, their mission, and their lives. If you are looking for someone who delivers meaningful results with a “culture first” approach, there is no one better than her!’

*Daniel H., Managing Director,
Accenture Utilities & Energy*

the customer – she builds strong customer relationships and is creative in putting forth customer-centric solutions to many business challenges faced. She also extends energy to her peers, her team, and across the organization.’

*Tracy T., Vice President and Officer,
Washington Gas*

**CITY OF TITUSVILLE
BOARDS AND COMMISSIONS
APPLICANT INFORMATION FORM**

RECEIVED JAN 18 2022

Please Type, if possible (or print clearly)

Date: 1/10/2022

Name: Perez Thomas H.
(Last) (First) (M.I.)

Address: Home: 8025 South Washington Ave Zip Code: 32780
Titusville FL

Business: _____ Zip Code: _____

Telephone: Home: _____ Business: _____ Cell: 240-285-6189

Email Address: TNTSService@gmail.com

Employer: Retired Pharmacist

Position/Occupation: _____ How Long: _____

Education: Post secondary educational institutions attended:

Name & Location	Dates Attended	Degrees Earned
<u>Univ of Rhode Island</u>	<u>1978-1976</u>	<u>BS</u>
<u>George Wash. Univ</u>	<u>1981-1983</u>	<u>MA in Special Studies</u>
<u>Uniformed Serv Univ</u>	<u>1986-1987</u>	<u>MPH</u>

Professional Licenses or Certificates Held:

Title	Date Issued	Issuing Authority
<u>Registered Pharmacist</u>	<u>1976</u>	<u>Maryland Board of Pharmacy</u>
<u>Certificate in Public Health Pharmacy</u>	<u>1996</u>	<u>Royal Society of Health</u>

Board(s) Preferred:

P + Z

Please answer the following questions:

- Are you a City of Titusville Resident? Yes No _____
- Are you a Registered Voter? Yes No _____
If yes – please give Registration Number: _____ and Date of Registration: _____
- Are you currently serving on a City Board? Yes No _____
- Have you ever served on a City Board? Yes No _____
If yes, which Board and when? TEC 2019 - Present
- How long have you lived in Titusville? 4 Years
- Do you feel you have adequate time to devote to this board/commission membership? Yes No _____
- May we submit your application each time a vacancy occurs rather than phone you? Yes _____ No

Personal/Professional References:

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Carl Jones	1709 Riverside Dr.,	32780 321-684-8912
Carol Lee	3120 Finsterwald, Dr.	32780

Work Experience:

30 yr. Career in the U.S. Public Health Service

Had an Alpaca Breeding farm business

Community Involvement:

Titusville Environmental Commission

Titusville Rotary Noon Group

Interests/Activities:

Sailing, Bicycling, Gardening, dancing

Why do you desire to serve on this/these Board(s)?:

Sense of Duty to my Community

- NOTE: A resume or separate sheet with additional information may be included.

APPLICANT CERTIFICATION

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1-10-2022 Thomas W. Berg
Date Signed Applicant Signature

City Clerk's Office Use Only:

Date Application Received: _____

Receipt Acknowledged By: _____

RETURN COMPLETED APPLICATIONS TO: City Clerk's Office, P.O. Box 2806, Titusville, FL 32781-2806, Telephone Number - 321-567-3686

RECEIVED AUG 31 2020

CITY OF TITUSVILLE
BOARDS AND COMMISSIONS
APPLICANT INFORMATION FORM

Please Type, if possible (or print clearly)

Date: 08/31/2020

Name: Thompson Laurilee
(Last) (First) (M.I.)

Address: Home: P.O. Box 307 (mailing) Zip Code: 32754
3550 Irwin Ave (street)

Business: Mims, FL
Dixie Crossroads Restaurant Zip Code: 32796
1475 Garden Street
Titusville, FL

Telephone: Home: _____ Business: 321-268-5000 Cell: 321-794-6866

Email Address: laurilee.thompson@aol.com

Employer: Dixie Crossroads Seafood Restaurant

Position/Occupation: owner/manager How Long: 32 years

Education: Post secondary educational institutions attended:

Name & Location	Dates Attended	Degrees Earned
<u>Florida Institute of Technology</u>	<u>1971-1973</u>	<u>A.S. Oceanographic Technology</u>

Professional Licenses or Certificates Held:

Title	Date Issued	Issuing Authority
<u>Serve Safe Professional Food Manager</u>	<u>2015</u>	<u>Issued by: National Restaurant Association</u>

Board(s) Preferred:

Titusville Environmental Commission

Please answer the following questions:

1. Are you a City of Titusville Resident? Yes No
2. Are you a Registered Voter? Yes No
If yes -- please give Registration Number: _____ and Date of Registration: 1971
3. Are you currently serving on a City Board? Yes No
4. Have you ever served on a City Board? Yes No
If yes, which Board and when? _____
5. How long have you lived in Titusville? 67 Years
6. Do you feel you have adequate time to devote to this board/commission membership? Yes No
7. May we submit your application each time a vacancy occurs rather than phone you? Yes No

Personal/Professional References:

Name	Address	Telephone
Clay Townsend	Dixie Cross roads Restaurant	321-698-3376
Seanna Merrifield	Wild Ocean Seafood Market	321-289-6280

Work Experience:

early childhood - 1975 - Thompson Trawlers Boat Plant + commercial fishing in the IRL; 1975-1978 - Starving Artists; 1978-1987 - Commercial longline boat captain; 1987 - present - owner/manager Dixie Cross roads Seafood Restaurant

Community Involvement:

See Attached

Interests/Activities:

Birding, Kayaking, volunteerism, working in my yard

Why do you desire to serve on this/these Board(s)?:

See attached

- NOTE: A resume or separate sheet with additional information may be included.

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08/31/2020
Date Signed

Laurilee Thompson
Applicant Signature

City Clerk's Office Use Only:

Date Application Received: 8/31/2020
Receipt Acknowledged By: *Chadriquez*

RETURN COMPLETED APPLICATIONS TO: City Clerk's Office, P.O. Box 2806, Titusville, FL 32781-2806, Telephone Number - 321-567-3686

Current Community Involvement

Founder: Space Coast Birding and Wildlife Festival

Founding Board Member: Brevard Nature Alliance

President: Merritt Island Wildlife Association

Board Member: Florida Restaurant and Lodging Association

Trustee: Hubbs Sea World Research Institute

Member: Brevard County Tourist Development Council Beach Improvement Committee

Member: First United Methodist Church of Titusville

Member: Save Our Indian River Lagoon Citizen Oversight Committee, Tourism Alternate

Member: Southeastern Fisheries Association

Member: South Atlantic Fisheries Management Council Deepwater Shrimp Advisory Panel

Member: Space Coast Audubon Society

Volunteer: Florida Horseshoe Crab Watch

Volunteer: Marine Resources Council Indian River Lagoon Water Tester

2006-2010: Member Brevard County Planning and Zoning Board

Why I Desire to Serve on This Board

Because of its proximity to the Merritt Island National Wildlife Refuge and Canaveral National Seashore to the east, hundreds of thousands of acres of conservation lands to the west, and the widest portion of the Indian River Lagoon, Titusville residents enjoy exceptional opportunities for outdoor activities and the well-being that comes from having access to wild lands and clean water. The city's unique topography of ancient beach dune uplands and low wetlands provide a haven for wildlife that is unmatched in other Florida cities. The surrounding conservation lands limit the community's ability to spread. We must be smart about how we develop so that we can add residents and commercial activity without impacting new and existing residents' quality of life. The way we utilize our landscape ultimately impacts the health of the Indian River Lagoon, which once again is suffering from epic algae blooms.

The Titusville Environmental Commission is the first line of defense against negative impacts to the Lagoon. It is the place to initiate regulations that will allow the city to grow in a way that won't further harm the Lagoon, the restoration of which is vital to our community's success. Through enhancement of habitat for wildlife, Titusville has the unique opportunity to turn its stormwater ponds into tourist attractions. The Chain of Lakes Park is a good example.

Four generations of my family have made a living from the waters of the Lagoon.

Unfortunately, it is no longer possible to survive from just the resources of the Lagoon. My long familiarity with the Lagoon and my relationships with multiple environmental and tourism organizations combined with my past experience as a member of the Brevard County Planning and Zoning Board makes me a good choice for membership on the Titusville Environmental Commission. This Board can make a difference!

Thank you for your consideration of my appointment to this committee.

**CITY OF TITUSVILLE
BOARDS AND COMMISSIONS
APPLICANT INFORMATION FORM**

Please Type, if possible (or print clearly)

Date: 7-12-13

Name: TUCKER BETH ANN G
 (Last) (First) (M.I.)

Address: Home: 3654 ROYAL OAK DR., Zip Code: 32780
TITUSVILLE, FL

Business: TUCKER ALARM SYSTEMS, INC. Zip Code: 32783
P.O. BOX 5097
TITUSVILLE, FL

Telephone: Home: 321 269-1371 Business: 321 268-5987 Cell: 321 480-1692

Email Address: enviro1@att.net

Employer: TUCKER ALARM SYSTEMS, INC

Position/Occupation: CO-OWNER How Long: 24 YRS

Education: Post secondary educational institutions attended:

Name & Location	Dates Attended	Degrees Earned
<u>ROLLINS COLLEGE</u>	<u>2001-2005</u>	<u>BA ENVIRONMENTAL & GROWTH MANAGEMENT</u>

Professional Licenses or Certificates Held:

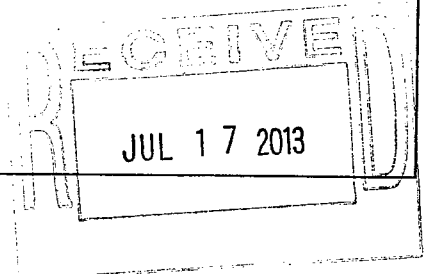
Title	Date Issued	Issuing Authority
<u>PRIVATE PILOT</u>	<u>1991</u>	<u>FAA</u>

Board(s) Preferred:

ENVIRONMENTAL COMMISSION

Please answer the following questions:

- Are you a City of Titusville Resident? Yes X No
- Are you a Registered Voter? Yes X No
 If yes - please give Registration Number: 100927356 and Date of Registration: 5/5/88
- Are you currently serving on a City Board? Yes No X
- Have you ever served on a City Board? Yes No X
 If yes, which Board and when?
- How long have you lived in Titusville? 48 Years
 Yes X No
- Do you feel you have adequate time to devote to this board/commission membership? Yes X No
- May we submit your application each time a vacancy occurs rather than phone you? Yes X No



Personal/Professional References:

Name	Address	Telephone
Laura Lee Thompson owner DIXIE CR 55 ROADS	1475 Garden St	268-5000
Bruce Stephenson - Director Environmental studies - Rollins College	Winter Park, FL	407 646 2392

Work Experience:

see attached resume

Community Involvement:

see attached resume

Interests/Activities:

Gardening

Why do you desire to serve on this/these Board(s)?:

Combining my Environmental/Growth Management degree, diverse ecological experience, and a desire to see Titusville/Brevard County realize its potential as a unique eco community and destination. I am confident that I would be an asset to Titusville Environmental Commission.

- NOTE: A resume or separate sheet with additional information may be included.

APPLICANT CERTIFICATION

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- As an applicant, I am responsible for keeping the information on this form current and that any changes or updates to this form can be made by calling, faxing, writing, or visiting the City Clerk's Office.
- As an applicant, I am aware that City and State law requires that members of certain boards file a detailed financial disclosure form.
- This application is effective for ONE YEAR from the date of receipt by the City Clerk's Office. To be eligible for appointment, each member must be a registered voter and resident of the City of Titusville for one year immediately prior to the appointment.
- Under the provisions of Section 2-52 of the Code of Ordinances, "Persons wishing to be considered for appointments shall file with the City Clerk's Office a statement of their interest and comply with Section 2-51, no later than five (5) days prior to the meeting at which the appointment is scheduled. The time limit in this subsection may be waived when a position on a board or commission has been open or available for appointment for a period of fifteen (15) days and there is only one (1) applicant for the position.
- The information provided on this form is true and consent is hereby given the City Council or its designated representative to verify any and/or all information provided.

7-15-13
Date Signed

Beth Ann Cooper
Applicant Signature

City Clerk's Office Use Only:

Date Application Received: _____

Receipt Acknowledged By: _____

RETURN COMPLETED APPLICATIONS TO: City Clerk's Office, P.O. Box 2806, Titusville, FL 32781-2806 - 321 383-5774

Beth Ann Tucker

3654 Royal Oak Drive Titusville, FL 32780

321.269.1371

OBJECTIVE To serve as a Board member of the Titusville Environmental Commission

EDUCATION Rollins College, Winter Park, FL. Spring 2007

Post Graduate course, Botany

Rollins College, Winter Park, FL. December 2005

Bachelor of Arts in Environmental Studies and Growth Management

EXPERIENCE Tucker Alarm Systems, Inc. Titusville, FL. 1989-Present – *Co-Owner/First Vice President*

*Execute all administrative duties; receiving/disbursal of funds, federal, state, and local tax and licensing preparation, and liaison with CPA

*Provide employee support; coordinate continuing education compliancy, inventory purchasing and cataloging, work order scheduling, and payroll calculation

*Ensure proper interface with vendors, law enforcement, city/county offices, prepare documents for outsourced services and community outreach

COMMUNITY Brevard Nature Alliance – Titusville, FL – 2012-2015 – *Board Member*

SERVICE *Build public awareness and appreciation of Brevard County natural resources by fostering and promoting ethical nature based ecotourism

*Participate in fund raising activities and events by procuring donations and memberships

*Reviewed programming/broadcasting goals and issues along with Corporation policies related to content and community outreach

*Screen programs and provide feedback

*Provide input for community outreach opportunities

*Advise Board of Trustees on the efficiency of the station programming ability to meet educational and cultural needs of the community

*Assist station in fund raising and community awareness events

Lord's Garden – Titusville, FL – 2008-2011 – *Chairman*

*Managed 2 acre tract of land dedicated to providing an educational opportunity to learn environmental sustainability, responsible ecological practices, and general basic botany

*Executed fund raising events, organized volunteers, provided connection with local media

*Performed grant writing to facilitate implementation of future design projects

*Reviewed and revised publications and forms concerning dedication and memorial bequeath

Gilchrist Educational Foundation–Titusville, FL – 2006-2010

Board Member 2006-2010, Treasurer 2010

*Assisted in organizing fund raising events for scholarship awards to students and grants for facility improvement in support of Christian education in Brevard County

*Served as chairman for event theme design

*Worked with Board members to coordinate live and silent auction events, secure corporate and individual sponsorships and donations

*Processed post event contributions, disbursement of acquired contributions to scholarship recipients and provided input for future funding opportunities

*Collaborated with committee to revise by-laws

*As Treasurer, maintained accounts by receiving/disbursing funds as called for by the Board

The Enchanted Forest Sanctuary – Titusville, FL 2007 – *Docent Training*

*Showcasing diversity of Brevard County's flagship EEL sanctuary to the general public and provide educational programs for school children

Rollins College – Winter Park, FL – 2005 – *Participant*

*Assisted orientation for the Congress for The New Urbanism Conference

SKILLS Creative, innovative, detail oriented, self-driven, resourceful. Experienced in natural land restoration and project management, event planning and fundraising. Promotes environmental stewardship and ecological responsibility.

LICENSES Private pilot

REFERENCES Available upon request

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the City Council
From: Scott Larese, City Manager
Subject: **2024 Tree City USA Application**
Department/Office: Community Development

Recommended Action:

Authorize the Mayor to sign the 2024 Tree City USA re-certification application.

Summary Explanation & Background:

Each year the City submits an application to the Arbor Day Foundation to continue to be recognized as a Tree City USA community. The requirements to earn the designation include:

- Maintain a Tree Board or Department.
- Enact a Tree Care Ordinance.
- Manage a Community Forestry Program with an Annual Budget of at least \$2 Per Capita. This program consists of Public Works' efforts to maintain the trees within City rights-of-way and other public spaces.
- Adopt an Arbor Day Proclamation and Observe an Arbor Day Celebration.

The Mayor's signature is required on the application.

Alternatives:

1. Do not authorize the Mayor to sign.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Goal 1: Quality of Life

Goal 2: Efficient & Effective Services

Strategic Plan Impact:

The Tree City USA program is a nationwide movement that provides the framework necessary for communities to manage and expand their public trees. Public trees provide several benefits including aesthetics, reduced stormwater flows, and reduced energy demand.

ATTACHMENTS:

- 1. 2024 Tree City USA Application Mayor Signature Page Unsigned

2024 Tree City USA Application for Certification

The Tree City USA award is in recognition of work completed by the community during the 2024 calendar year.

PRIMARY CONTACT INFORMATION

Contact Name:

Brad Parrish, AICP

Email:

bradley.parrish@titusville.com

Phone:

+13215673982

Address:

555 S. Washington Ave

Titusville, Florida 32796

Titusville COMMUNITY INFORMATION

Select which best describes your community:

Community has a Tree Board only

Ordinance Date:

02/28/2006

Ordinance Uploaded

Per-capita Expenditure

\$4.08

Arbor Day Date

04/26/2024

Arbor Day Proclamation Uploaded

As Mayor or Equivalent of the Community of Titusville

_____ Mayor or Equivalent Signature	_____ Title	_____ Date
----------------------------------------	----------------	---------------

Application Certification (to be Completed by the State Forester)

The above-named community has made formal application to this office. I am pleased to advise you that we reviewed the application and have concluded that, based on the information contained herein, said community is eligible to be certified as a Tree City USA community, for the 2024 calendar year, having in my opinion met the standards required for recognition.

_____ State Forester Signature	_____ Title	_____ Date
-----------------------------------	----------------	---------------

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the City Council
From: Scott Larese, City Manager
Subject: **Right of Way Vacate (ROW) Vacation Application No. 3-2020 - Extension Request**
Department/Office: Planning

Recommended Action:

Approve Resolution No. 24-2023 amending Resolution No. 41-2020 to extend the expiration date for the right of way vacation (ROW No. 3-2020 - Huntington Park) an additional three-hundred sixty-five (365) days.

Summary Explanation & Background:

Request from Bruce Moia, P.E., President of MBV Engineering, Inc. that Resolutions No. 41-2020, 24-2022, and 31-2023 be amended to grant an additional three-hundred sixty-five (365) day extension of time to satisfy the conditions set forth in Resolution No. 41-2020.

Alternatives:

- Deny the request
- Other action

Item Budgeted:

N/A

Source/Use of Funds/Budget Book Page:

N/A

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Resolution No.41-2020

2. Resolution_No._24-2022
3. Extension Resolution 2024

RESOLUTION NO. 41-2020

**A RESOLUTION OF THE CITY OF TITUSVILLE, FLORIDA,
VACATING, ABANDONING, AND DISCONTINUING CERTAIN
PUBLIC STREETS; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, a petition was presented by Richard Fadil, an authorized representative for Holiday Builders, Inc., owner, requesting the vacation of the public right-of-way described in Exhibit "A."

WHEREAS, notice of the public hearing was duly published in the Florida Today on November 12, 2020, as required by law; and

WHEREAS, the City Council of the City of Titusville, finds that the abandoning, vacating, and closing of the said streets will not deny access to or cause hardship to property owners abutting thereon, provided that the conditions set forth herein are satisfied.

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

Section 1. That the above-described streets are hereby vacated, abandoned, discontinued, and closed. This council does hereby renounce and disclaim any right of the City of Titusville, Brevard County, Florida, and the public in and to any of said land or any interest therein acquired by purchase, gift, devise, dedication or prescription for street, alleyway, road, or highway purposes, except as herein provided.


Section 2. That approval of this resolution is conditional on the following:

- a. Approval on condition to allow work in the right-of-way once a preliminary plat/site plan has been approved.
- b. Such vacate is contingent upon recording of the final plat within 2 years.
- c. A Performance Bond (equal to 120% of estimated cost) shall be required for all improvements within the right of way, as approved by the City, and in accordance with the approved preliminary plat/site plan. Such Performance Bond is required to be submitted to the City at the time of issuance of a site permit. The Performance Bond is valid for 1 year from the date of issuance and can be extended by the City.

Section 3. In the event that compliance with the conditions set forth herein is not achieved within two (2) years of the date of approval of this vacation, this resolution shall become null and void.

PASSED AND ADOPTED, this 8th day of December 2020.

ATTEST:



Wanda F. Wells, City Clerk
Assistant City Clerk



Daniel E. Diesel, Mayor



EXHIBIT A

SKETCH & DESCRIPTION

SECTION 17, TOWNSHIP 22 SOUTH, RANGE 35 EAST
(NOT A BOUNDARY SURVEY)

SHEET 1 OF 2
NOT VALID WITHOUT THE
SKETCH ON SHEET 2 OF 2

LEGAL DESCRIPTION:

A 20 FEET WIDE ROAD RIGHT OF WAY LOCATED IN SECTION 17, TOWNSHIP 22 SOUTH, RANGE 35 EAST OF TITUSVILLE FRUIT AND FARM LAND CO. SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 29 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 39 OF SAID TITUSVILLE FRUIT AND FARM LAND CO. SUBDIVISION; THENCE NORTH 00°17'21" EAST, A DISTANCE OF 20.01 FEET; THENCE NORTH 88°49'44" EAST, A DISTANCE OF 1864.65 FEET TO THE WEST RIGHT OF WAY LINE OF PARK AVENUE; THENCE SOUTH 12°18'40" EAST ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 15.16 FEET TO A POINT OF CURVATURE BEING CONCAVE TO THE WEST HAVING A RADIUS OF 1876.66 FEET AND A CENTRAL ANGLE OF 00°09'34"; THENCE SOUTHERLY AN ARC DISTANCE OF 5.22 FEET; THENCE SOUTH 88°49'44" WEST, A DISTANCE OF 1869.06 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

1. THE PURPOSE OF THIS SKETCH & DESCRIPTION IS TO VACATE AND ABANDON A PORTION OF A 20 FOOT ROADWAY BEING A PART OF THE PLAT OF TITUSVILLE FRUIT AND FARM LAND CO. SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 29, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA



PREPARED BY:



1350 MALABAR ROAD S.E., SUITE 1, PALM BAY, FLORIDA 32907
Phone (321)724-2940 Fax(321)951-4878
E-MAIL: SMITHSURVEYINGFL @ GMAIL.COM

KEVIN A. SMITH - FLORIDA CERTIFICATE NO. 4457
(NOT VALID UNLESS SIGNED AND SEALED)

PREPARED FOR: HOLIDAY BUILDERS

DRAWN BY: A. TEJADA
DATE: AUG. 20, 2020

CHECKED BY: KAS
SHEET 1 OF 2

DRAWING NO. 20-1184
REVISIONS _____

SECTION 17
TOWNSHIP 22 SOUTH
RANGE 35 EAST

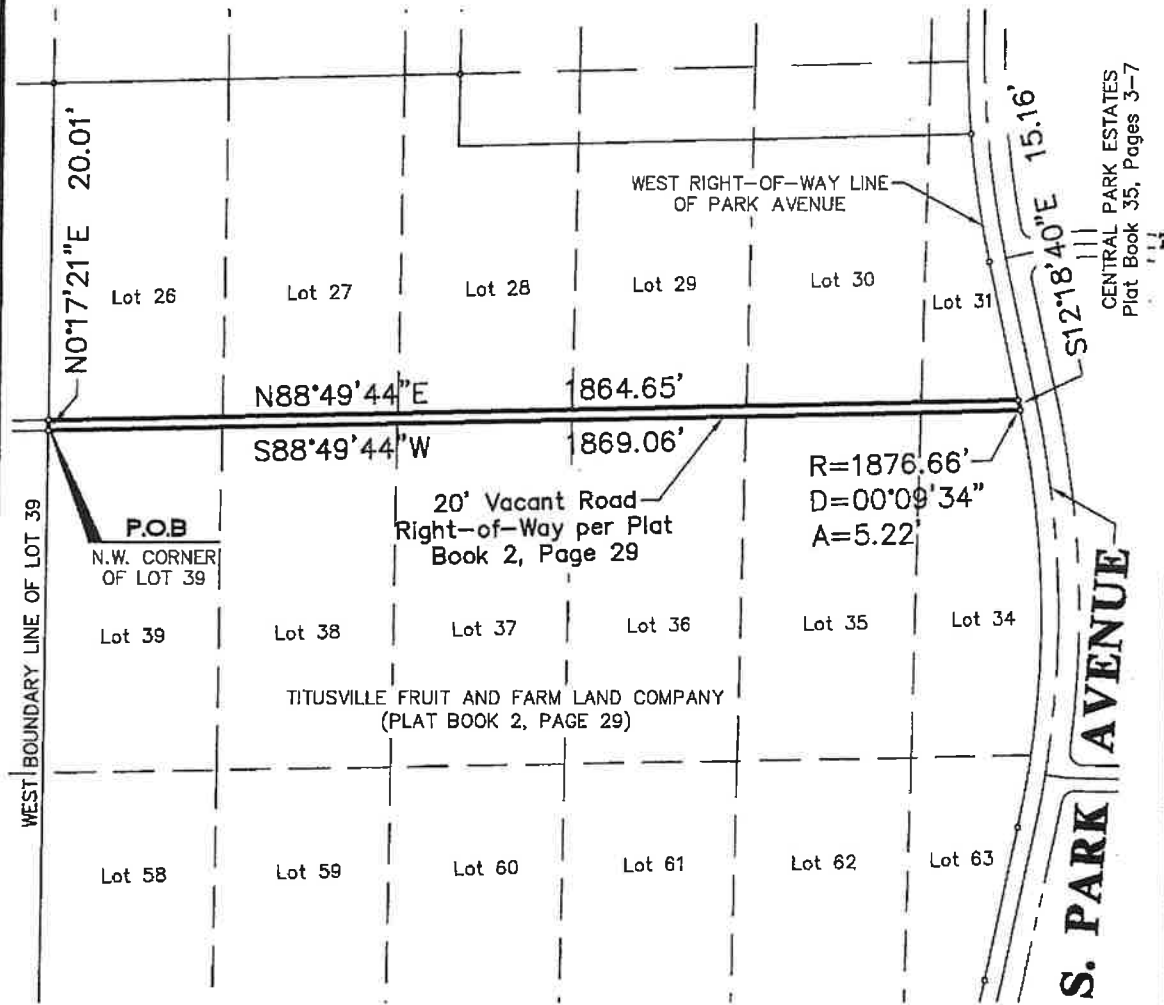
SKETCH & DESCRIPTION

SECTION 17, TOWNSHIP 22 SOUTH, RANGE 35 EAST
(NOT A BOUNDARY SURVEY)

SHEET 2 OF 2
NOT VALID WITHOUT THE LEGAL
DESCRIPTION ON SHEET 1 OF 2



SCALE: 1" = 300'



PREPARED BY:



1350 MALABAR ROAD S.E., SUITE 1, PALM BAY, FLORIDA 32907
Phone (321)724-2940 Fax(321)951-4879
E-MAIL: SMITHSURVEYINGFL @ GMAIL.COM

DRAWING NO. 20-1184

RESOLUTION NO. 24-2022

A RESOLUTION OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING RESOLUTION NO. 41-2020 VACATING, ABANDONING, AND DISCONTINUING CERTAIN PUBLIC STREETS; BY EXTENDING THE TIME FRAME FOR THE PETITIONER TO RECORD THE FINAL PLAT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition was presented by Bruce Moia, applicant on behalf of the owner, Holiday Builders, Inc.

WHEREAS, the City Council adopted Resolution No. 41-2020 vacating a 20-foot wide road right of way, described in Exhibit "A", subject to certain conditions; and

WHEREAS, said resolution expressly provided that such vacate is contingent upon recording of the final plat within two (2) years, and was approved on December 8, 2020; and

WHEREAS, the City of Titusville is in receipt of a request from Bruce Moia applicant on behalf of the owner, Holiday Builders, Inc. seeking an extension of the above-referenced time period for an additional one (1) year.

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

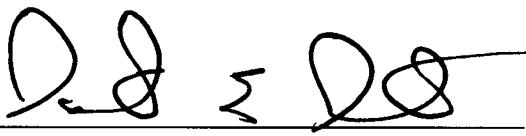
Section 1. That Resolution No. 41-2020 is hereby amended to grant a three-hundred sixty-five (365) day extension of time to the applicant to satisfy the conditions set forth in Resolution No. 41-2020.

Section 2. The terms and conditions of Resolution 41-2020 shall remain in full force and effect except as modified in Section 1 above.

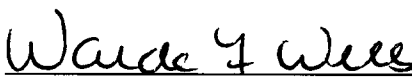
Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED, this 22nd day of November 2022.

ATTEST:



Daniel E. Diesel, Mayor



Wanda F. Wells, City Clerk



EXHIBIT A

SKETCH & DESCRIPTION

SECTION 17, TOWNSHIP 22 SOUTH, RANGE 35 EAST
(NOT A BOUNDARY SURVEY)

SHEET 1 OF 2
NOT VALID WITHOUT THE
SKETCH ON SHEET 2 OF 2

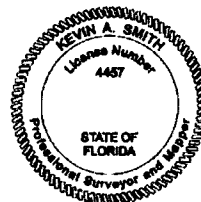
LEGAL DESCRIPTION:

A 20 FEET WIDE ROAD RIGHT OF WAY LOCATED IN SECTION 17, TOWNSHIP 22 SOUTH, RANGE 35 EAST OF TITUSVILLE FRUIT AND FARM LAND CO. SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 29 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 39 OF SAID TITUSVILLE FRUIT AND FARM LAND CO. SUBDIVISION; THENCE NORTH 00°17'21" EAST, A DISTANCE OF 20.01 FEET; THENCE NORTH 88°49'44" EAST, A DISTANCE OF 1864.65 FEET TO THE WEST RIGHT OF WAY LINE OF PARK AVENUE; THENCE SOUTH 12°18'40" EAST ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 15.16 FEET TO A POINT OF CURVATURE BEING CONCAVE TO THE WEST HAVING A RADIUS OF 1876.66 FEET AND A CENTRAL ANGLE OF 00°09'34"; THENCE SOUTHERLY AN ARC DISTANCE OF 5.22 FEET; THENCE SOUTH 88°49'44" WEST, A DISTANCE OF 1869.06 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

1. THE PURPOSE OF THIS SKETCH & DESCRIPTION IS TO VACATE AND ABANDON A PORTION OF A 20 FOOT ROADWAY BEING A PART OF THE PLAT OF TITUSVILLE FRUIT AND FARM LAND CO. SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 29, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA



PREPARED BY:



1350 MALABAR ROAD S.E., SUITE 1, PALM BAY, FLORIDA 32907
Phone (321)724-2940 Fax(321)951-4879
E-MAIL: SMITHSURVEYINGFL @ GMAIL.COM

KEVIN A. SMITH - FLORIDA CERTIFICATE NO. 4457
(NOT VALID UNLESS SIGNED AND SEALED)

PREPARED FOR: HOLIDAY BUILDERS

DRAWN BY: <u>A. TEJADA</u>	CHECKED BY: <u>KAS</u>	DRAWING NO. <u>20-1184</u>	SECTION <u>17</u>
DATE: <u>AUG. 20, 2020</u>	SHEET <u>1</u> OF <u>2</u>	REVISIONS _____	TOWNSHIP <u>22 SOUTH</u>
			RANGE <u>35 EAST</u>

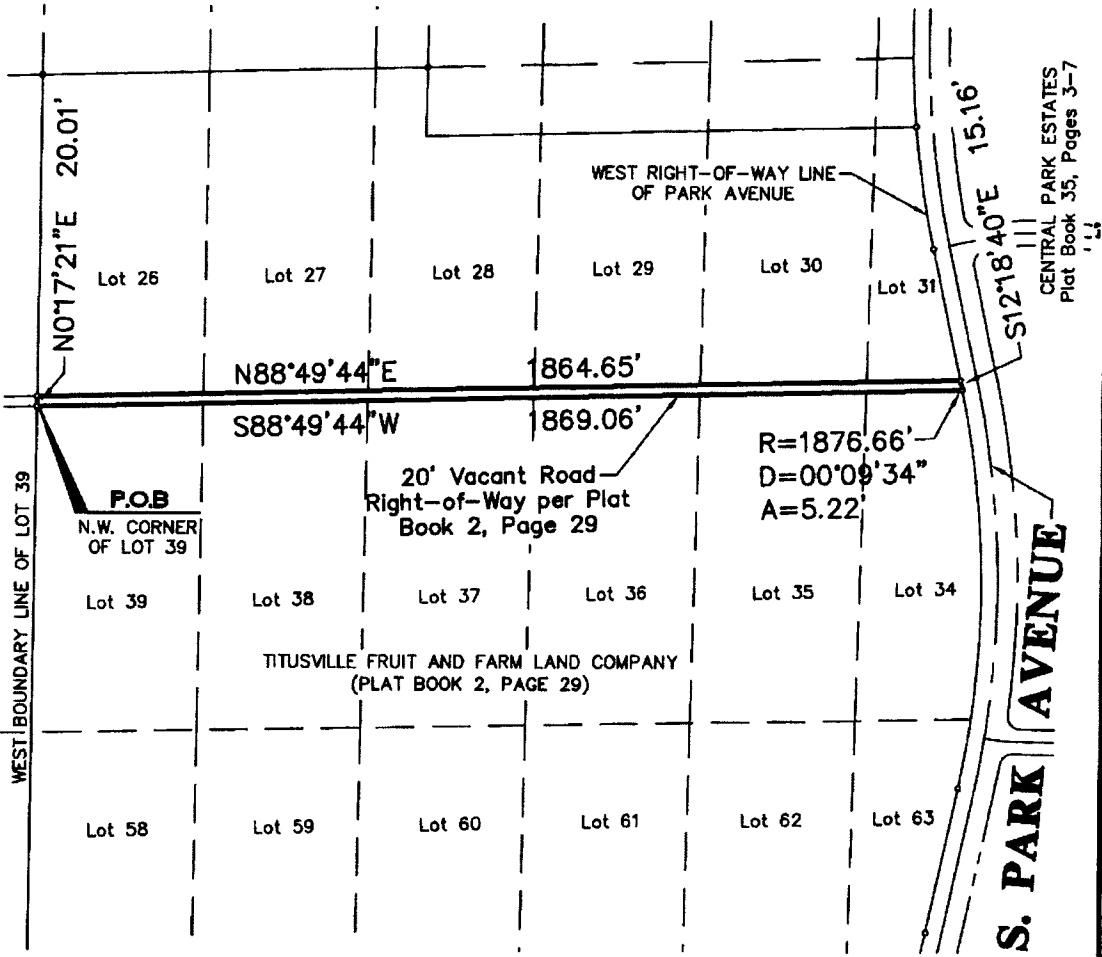
SKETCH & DESCRIPTION

SECTION 17, TOWNSHIP 22 SOUTH, RANGE 35 EAST
(NOT A BOUNDARY SURVEY)

SHEET 2 OF 2
NOT VALID WITHOUT THE LEGAL
DESCRIPTION ON SHEET 1 OF 2



SCALE: 1" = 300'



PREPARED BY:



1350 MALABAR ROAD S.E., SUITE 1, PALM BAY, FLORIDA 32907
Phone (321)724-2940 Fax(321)951-4879
E-MAIL: SMITHSURVEYINGFL @ GMAIL.COM

DRAWING NO. 20-1184

CC:

Brad Parrish (Planning)

Wanda Wells (Clerk)

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING RESOLUTION NO. 24-2022 AND RESOLUTION NO. 31-2023 WHICH AMENDED RESOLUTION NO. 41-2020 VACATING, ABANDONING, AND DISCONTINUING CERTAIN PUBLIC STREETS; BY EXTENDING THE TIME FRAME FOR THE PETITIONER TO RECORD THE FINAL PLAT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition was presented by Bruce Moia, applicant on behalf of the owner, Holiday Builders, Inc.

WHEREAS, the City Council adopted Resolution No. 41-2020 vacating a 20-foot wide road right of way, described in Exhibit “A”, subject to certain conditions; and

WHEREAS, said resolution expressly provided that such vacate is contingent upon recording of the final plat within two (2) years, and was approved on December 8, 2020;

WHEREAS, the City Council adopted Resolution No. 24-2022 extending the time frame for the petitioner to record the final plat by three-hundred sixty-five (365) days; and

WHEREAS, the City Council adopted Resolution No. 31-2023 extending the time frame for the petitioner to record the final plat by three-hundred sixty-five (365) days; and

WHEREAS, the City of Titusville is in receipt of a request from Bruce Moia applicant on behalf of the owner, Holiday Builders, Inc. seeking an extension of the above-referenced time period for an additional one (1) year.

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

Section 1. That Resolutions No. 41-2020, 24-2022 and 31-2023, are hereby amended to grant an additional three-hundred sixty-five (365) day extension of time to the applicant to satisfy the conditions set forth in Resolution No. 41-2020.

Section 2. The terms and conditions of Resolution 41-2020 shall remain in full force and effect except as modified in Section 1 above.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED, this ____ day of _____ 2024.

ATTEST:

Andrew Connors, Mayor

Wanda F. Wells, City Clerk

EXHIBIT A

SKETCH & DESCRIPTION

SECTION 17, TOWNSHIP 22 SOUTH, RANGE 35 EAST
(NOT A BOUNDARY SURVEY)

SHEET 1 OF 2
NOT VALID WITHOUT THE
SKETCH ON SHEET 2 OF 2

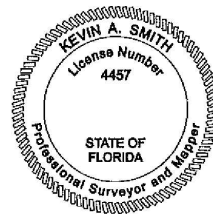
LEGAL DESCRIPTION:

A 20 FEET WIDE ROAD RIGHT OF WAY LOCATED IN SECTION 17, TOWNSHIP 22 SOUTH, RANGE 35 EAST OF TITUSVILLE FRUIT AND FARM LAND CO. SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 29 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 39 OF SAID TITUSVILLE FRUIT AND FARM LAND CO. SUBDIVISION; THENCE NORTH 00°17'21" EAST, A DISTANCE OF 20.01 FEET; THENCE NORTH 88°49'44" EAST, A DISTANCE OF 1864.65 FEET TO THE WEST RIGHT OF WAY LINE OF PARK AVENUE; THENCE SOUTH 12°18'40" EAST ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 15.16 FEET TO A POINT OF CURVATURE BEING CONCAVE TO THE WEST HAVING A RADIUS OF 1876.66 FEET AND A CENTRAL ANGLE OF 00°09'34"; THENCE SOUTHERLY AN ARC DISTANCE OF 5.22 FEET; THENCE SOUTH 88°49'44" WEST, A DISTANCE OF 1869.06 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

1. THE PURPOSE OF THIS SKETCH & DESCRIPTION IS TO VACATE AND ABANDON A PORTION OF A 20 FOOT ROADWAY BEING A PART OF THE PLAT OF TITUSVILLE FRUIT AND FARM LAND CO. SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 29, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA



PREPARED BY:



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KEVIN A. SMITH - FLORIDA CERTIFICATE NO. 4457
(NOT VALID UNLESS SIGNED AND SEALED)

PREPARED FOR: HOLIDAY BUILDERS

DRAWN BY: A. TEJADA

CHECKED BY: KAS

DRAWING NO. 20-1184

SECTION 17
TOWNSHIP 22 SOUTH
RANGE 35 EAST

DATE: AUG. 20, 2020

SHEET 1 OF 2

REVISIONS _____

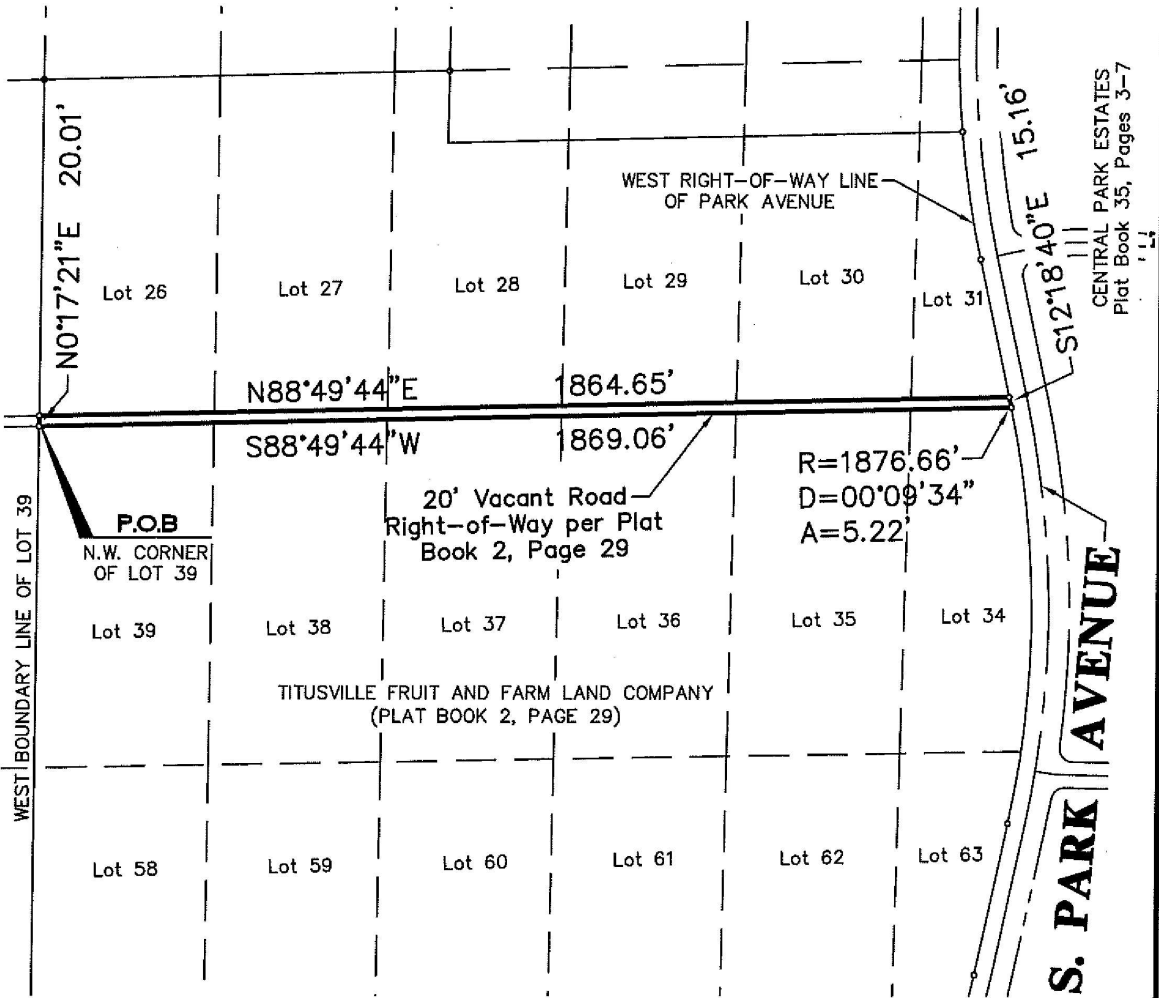
SKETCH & DESCRIPTION

SECTION 17, TOWNSHIP 22 SOUTH, RANGE 35 EAST
(NOT A BOUNDARY SURVEY)

SHEET 2 OF 2
NOT VALID WITHOUT THE LEGAL
DESCRIPTION ON SHEET 1 OF 2



SCALE: 1" = 300'



PREPARED BY:



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DRAWING NO. 20-1184

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the City Council
From: Scott Larese, City Manager
Subject: **Right of Way Vacate (ROW) Vacation Application No. 4-2020 - Extension Request**
Department/Office: Planning

Recommended Action:

Approve Resolution No. 25-2024 amending Resolutions No. 7-2021, No. 8-2023 and No. 1-2024 to extend the expiration date for the right of way vacation (ROW No. 4-2020 - Falcon's Roost) an additional three-hundred sixty-five (365) days.

Summary Explanation & Background:

Request from Sid Chehayeb, P.E., of Consulting Civil Engineers, Inc. on behalf of Brian Hammer, owner, that Resolutions No. 7-2021 and 8-2023 be amended to grant an additional three-hundred sixty-five (365) day extension of time to satisfy the conditions set forth in Resolution No. 7-2021.

Alternatives:

- Deny the request
- Other action

Item Budgeted:

N/A

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Resolution_No._07-2021 (1)

2. Resolution_No._8-2023
3. Resolution_No._XX-2024_Falcons_Roost_Extension_2 (2)

RESOLUTION NO. 07-2021

**A RESOLUTION OF THE CITY OF TITUSVILLE, FLORIDA,
VACATING, ABANDONING, AND DISCONTINUING CERTAIN
PUBLIC STREETS; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, a petition was presented by Brian Hammer, owner, requesting the vacation of the public Rights-of-Way described in "Exhibit A".

WHEREAS, the Resolution to consider the advisability of vacating, abandoning, and discontinuing the public streets was duly adopted by this Council on the 9th day of February, 2021; and

WHEREAS, notice of the public hearing was duly published in the Florida Today on January 21, 2021, as required by law; and

WHEREAS, the City Council of the City of Titusville, finds that the abandoning, vacating, and closing of the said streets will not deny access to or cause hardship to property owners abutting thereon, provided that the conditions set forth herein are satisfied.

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

Section 1. That the above-described streets are hereby vacated, abandoned, discontinued, and closed. This council does hereby renounce and disclaim any right of the City of Titusville, Brevard County, Florida, and the public in and to any of said land or any interest therein acquired by purchase, gift, devise, dedication or prescription for street, alleyway, road, or highway purposes, except as herein provided.

Section 2. That approval of this resolution is conditional on the following:

- (a) Approval on condition to allow work in the right-of-way once a preliminary plat/site plan has been approved.
- (b) Such vacate is contingent upon recording of the final plat within 2 years.
- (c) A Performance Bond (equal to 120% of estimated cost) shall be required for all improvements within the right of way, as approved by the City, and in accordance with the approved preliminary plat/site plan. Such Performance Bond is required to be submitted to the City at the time of issuance of a site permit. The Performance Bond is valid for 1 year from the date of issuance and can be extended by the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED, this 9th day of February 2021.

ATTEST:

Wanda F. Wells
Wanda F. Wells, City Clerk

Daniel E. Diesel
Daniel E. Diesel, Mayor

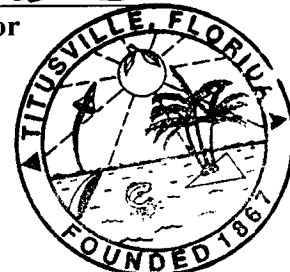


EXHIBIT A

LEGAL DESCRIPTION

20' RIGHT OF WAY

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

PARENT PARCEL ID# 22-35-17-AV-*--25

TAX ACCOUNT# 2223076

PURPOSE: VACATE RIGHT OF WAY

LEGAL DESCRIPTION: PARENT PARCEL 22-35-17-AV-*--25

That part of Lots 87 and 88 as shown on Plat of Titusville Fruit and Farm Lands Company Subdivision, recorded in Plat Book 2, Page 29, of the Public Records of Brevard County, Florida, lying North of Knox McRae Drive together with a part of Lots 25,41,42, and 43 and all of Lots 40,57,56,55,54,73,74, and 75, including all road rights of way as shown on said Plat, all lying in Section 17, Township 22 South, Range 35 East, Brevard County, Florida, described as follows:

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ABBREVIATIONS:

PSM	PROFESSIONAL SURVEYOR AND MAPPER
FIR	FOUND IRON ROD
SIR	SET IRON ROD
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P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PB	PLAT BOOK
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FPL	FLORIDA POWER AND LIGHT
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SURVEYORS NOTES:

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PREPARED FOR AND CERTIFIED TO:

CITY OF TITUSVILLE

SURVEYOR, JAMES ZIMMERMAN PSM 6545
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: LAYOUT SERVICES, INC. LB7540
3380 S PARK AVE SUITE 7
TITUSVILLE, FL 32780

DRAWN BY: AR

CHECKED BY: JZ

PROJECT NO. 20-340

SECTION 17
TOWNSHIP 22 SOUTH
RANGE 35 EAST

REVISIONS

DATE

DESCRIPTION

DATE: 08/06/20

DRAWING: LAKE BELLA

SKETCH OF DESCRIPTION

20' RIGHT OF WAY

PARENT PARCEL ID# 22-35-17-AV-*-25
TAX ACCOUNT# 2223076
PURPOSE: VACATE RIGHT OF WAY

LEGEND:

- Set 1/2" iron rebar with cap # PSM 6545
- Found iron rebar, size and cap #

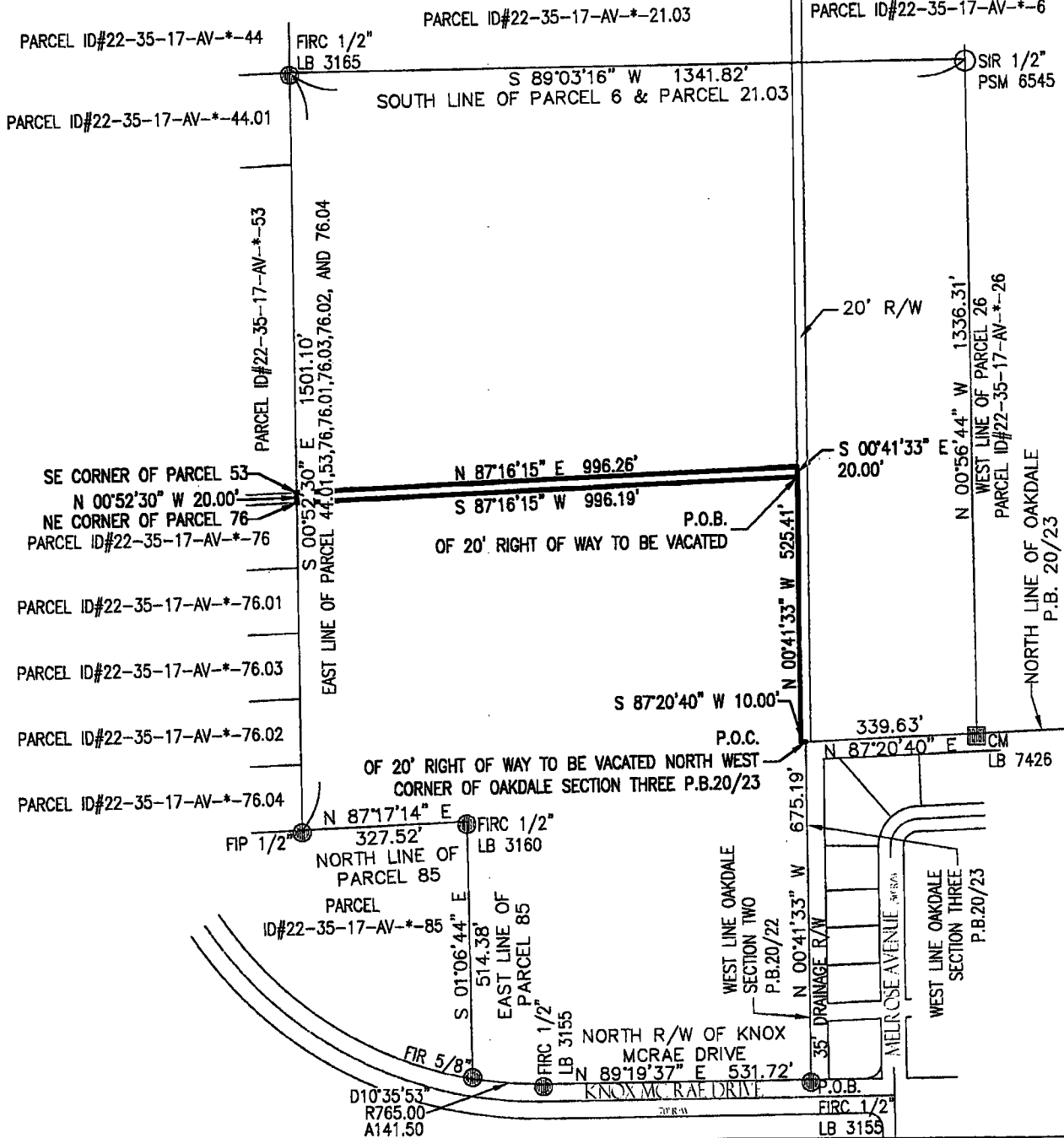
EXHIBIT "A"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY

GRAPHIC SCALE



PREPARED BY:

LAYOUT SERVICES, INC.
3380 S PARK AVE SUITE 7
TITUSVILLE, FL 32780

SCALE:

1" = 300'

PROJECT NO.:

20-340

SECTION 17

TOWNSHIP 22 SOUTH
RANGE 35 EAST

LEGAL DESCRIPTION

20' RIGHT OF WAY

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CITY OF TITUSVILLE

SURVEYOR, JAMES ZIMMERMAN PSM 6545
PROFESSIONAL SURVEYOR & MAPPER
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PREPARED BY: LAYOUT SERVICES, INC. LB7540
3380 S PARK AVE SUITE 7
TITUSVILLE, FL 32780

DRAWN BY: AR	CHECKED BY: JZ	PROJECT NO. 20-340			SECTION 17 TOWNSHIP 22 SOUTH RANGE 35 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 06/06/20	DRAWING: LAKE BELLA				

SKETCH OF DESCRIPTION

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 TAX ACCOUNT#: 2223076
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LEGEND:

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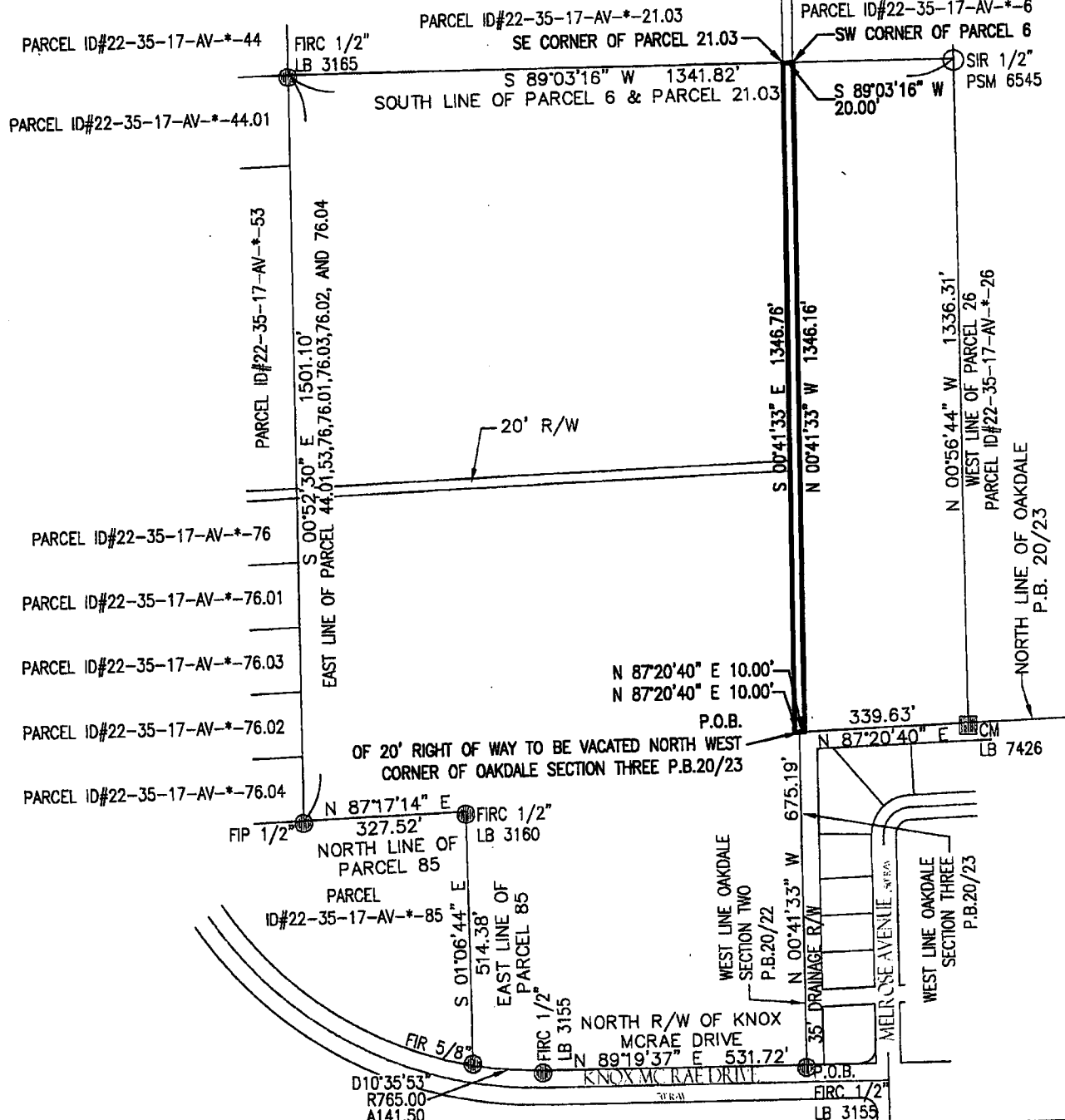
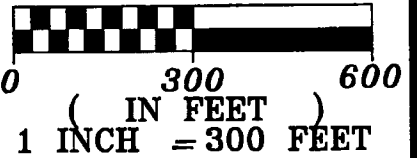
EXHIBIT "A"

SHEET 2 OF 2

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THIS IS NOT A SURVEY

GRAPHIC SCALE



PREPARED BY:
 LAYOUT SERVICES, INC.
 3380 S PARK AVE SUITE 7
 TITUSVILLE, FL 32780

SCALE:
 1" = 300'
 PROJECT NO.:
 20-340

SECTION 17
 TOWNSHIP 22 SOUTH
 RANGE 35 EAST

LEGAL DESCRIPTION

20' RIGHT OF WAY

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TAX ACCOUNT#: 2223076

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PREPARED FOR AND CERTIFIED TO:

CITY OF TITUSVILLE

SURVEYOR, JAMES ZIMMERMAN PSM 6545
PROFESSIONAL SURVEYOR & MAPPER

PREPARED BY: LAYOUT SERVICES, INC. LB7540
3380 S PARK AVE SUITE 7
TITUSVILLE, FL 32780

DRAWN BY: AR	CHECKED BY: JZ	PROJECT NO. 20-340			SECTION 17 TOWNSHIP 22 SOUTH RANGE 35 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 11/2/20	DRAWING: LAKE BELLA				

SKETCH OF DESCRIPTION

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LEGEND:

- Set 1/2" iron rebar with cap # PSM 6545
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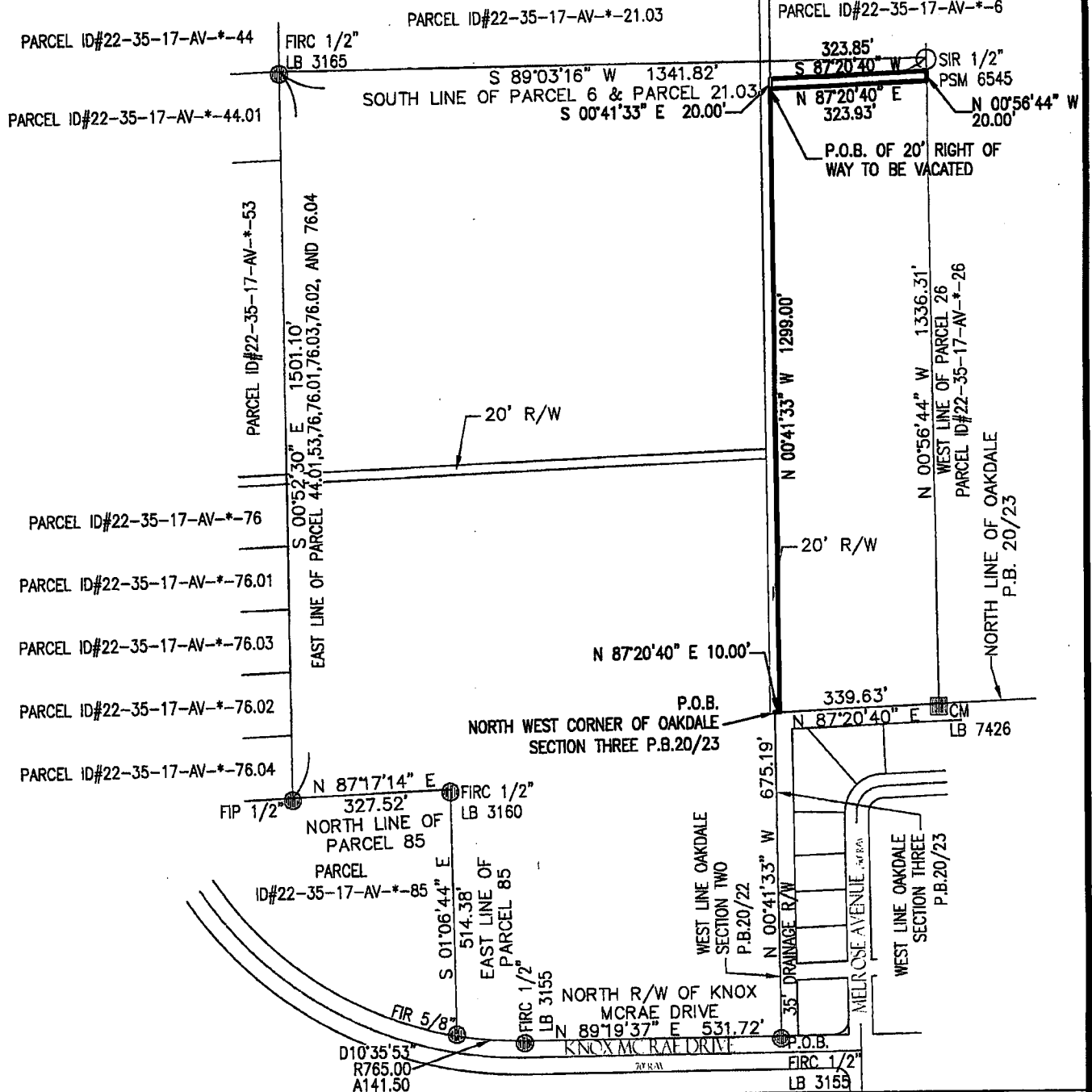
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GRAPHIC SCALE



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LAYOUT SERVICES, INC.
 3380 S PARK AVE SUITE 7
 TITUSVILLE, FL 32780

SCALE:

1" = 300'

PROJECT NO.:

20-340

SECTION 17

TOWNSHIP 22 SOUTH
 RANGE 35 EAST

RESOLUTION NO. 8-2023

A RESOLUTION OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING RESOLUTION NO. 7-2021 VACATING, ABANDONING, AND DISCONTINUING CERTAIN PUBLIC STREETS; BY EXTENDING THE TIME FRAME FOR THE PETITIONER TO RECORD THE FINAL PLAT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition was presented by Z. Sid Chehayeb, PE, applicant on behalf of the owner, Brian Hammer.

WHEREAS, the City Council adopted Resolution No. 7-2021 vacating the public Rights-of-Way described in Exhibit "A", subject to certain conditions; and

WHEREAS, said resolution expressly provided that such vacate is contingent upon recording of the final plat within two (2) years, and was approved on February 9, 2021; and

WHEREAS, the City of Titusville is in receipt of a request from Z. Sid Chehayeb, PE, applicant on behalf of the owner, Brian Hammer seeking an extension of the above-referenced time period for an additional one (1) year.

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

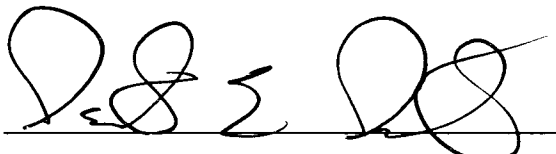
Section 1. That Resolution No. 7-2021 is hereby amended to grant a three-hundred sixty-five (365) day extension of time to the applicant to satisfy the conditions set forth in Resolution No. 7-2021.

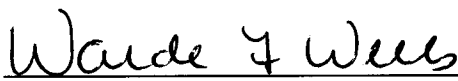
Section 2. The terms and conditions of Resolution 7-2021 shall remain in full force and effect except as modified in Section 1 above.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED, this 28th day of March 2023.

ATTEST:


Daniel E. Diesel, Mayor


Wanda F. Wells, City Clerk

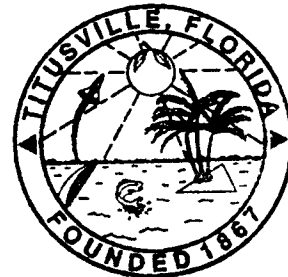


EXHIBIT A

LEGAL DESCRIPTION

20' RIGHT OF WAY

EXHIBIT "A"

SHEET 1 OF 2

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PARENT PARCEL ID#: 22-35-17-AV-*-25

TAX ACCOUNT#: 2223076

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DRAWN BY: AR	CHECKED BY: JZ	PROJECT NO. 20-340			SECTION 17 TOWNSHIP 22 SOUTH RANGE 35 EAST
		REVISIONS	DATE	DESCRIPTION	
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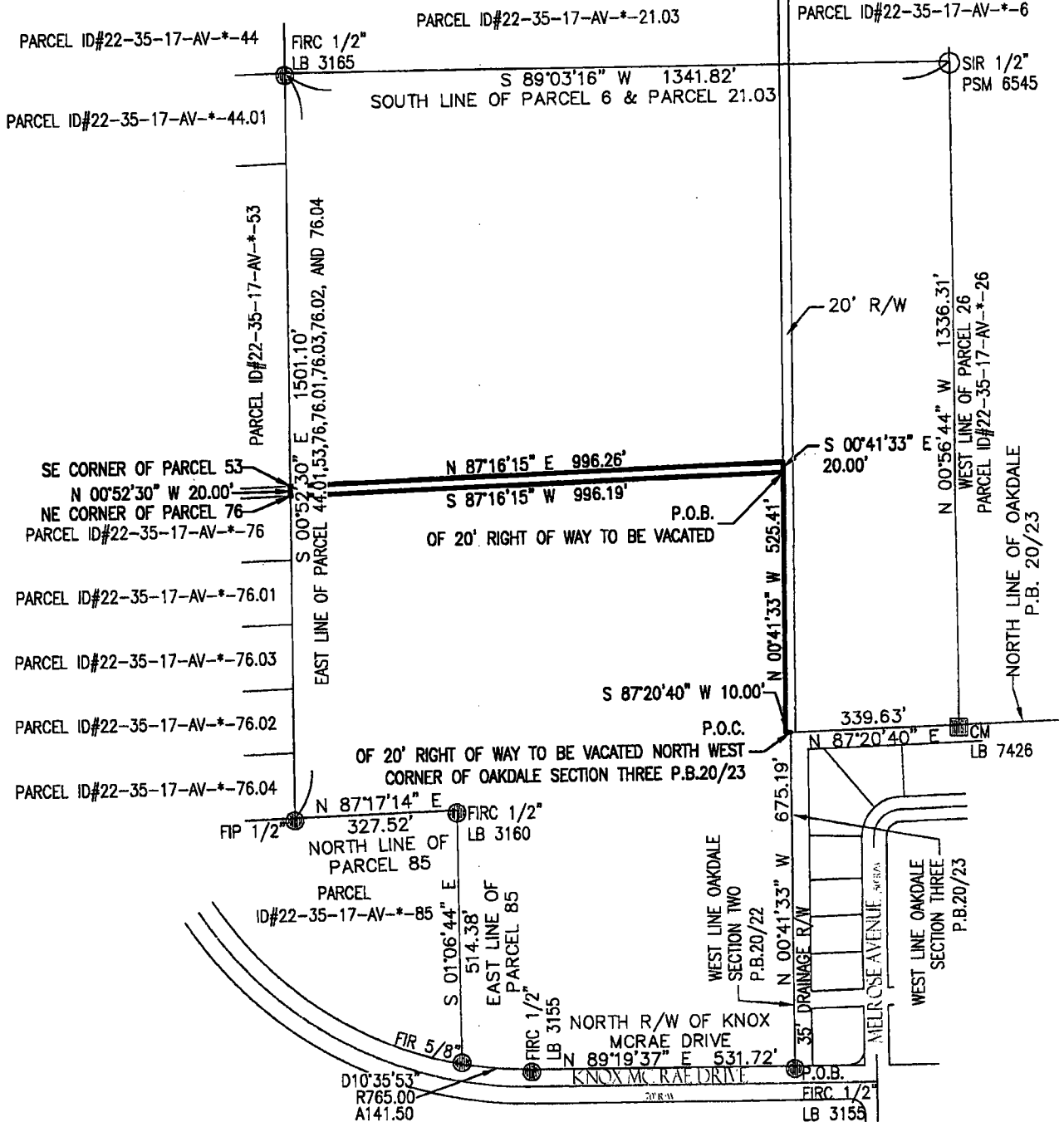
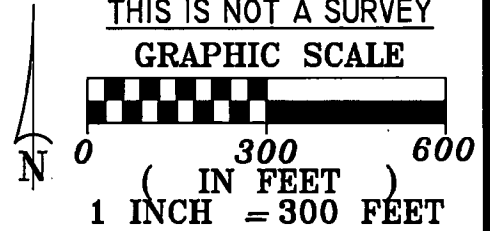
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LAYOUT SERVICES, INC.
 3380 S PARK AVE SUITE 7
 TITUSVILLE, FL 32780

SCALE:

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PROJECT NO.:

20-340

SECTION 17

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PREPARED BY: LAYOUT SERVICES, INC. LB7540
3380 S PARK AVE SUITE 7
TITUSVILLE, FL 32780

DRAWN BY: AR

CHECKED BY: JZ

PROJECT NO. 20-340

SECTION 17

REVISIONS

DATE

DESCRIPTION

TOWNSHIP 22 SOUTH

DATE: 08/06/20

DRAWING: LAKE BELLA

RANGE 35 EAST

SKETCH OF DESCRIPTION

20' RIGHT OF WAY

PARENT PARCEL ID# 22-35-17-AV-*-25
 TAX ACCOUNT# 2223076
 PURPOSE: VACATE RIGHT OF WAY

EXHIBIT "A"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

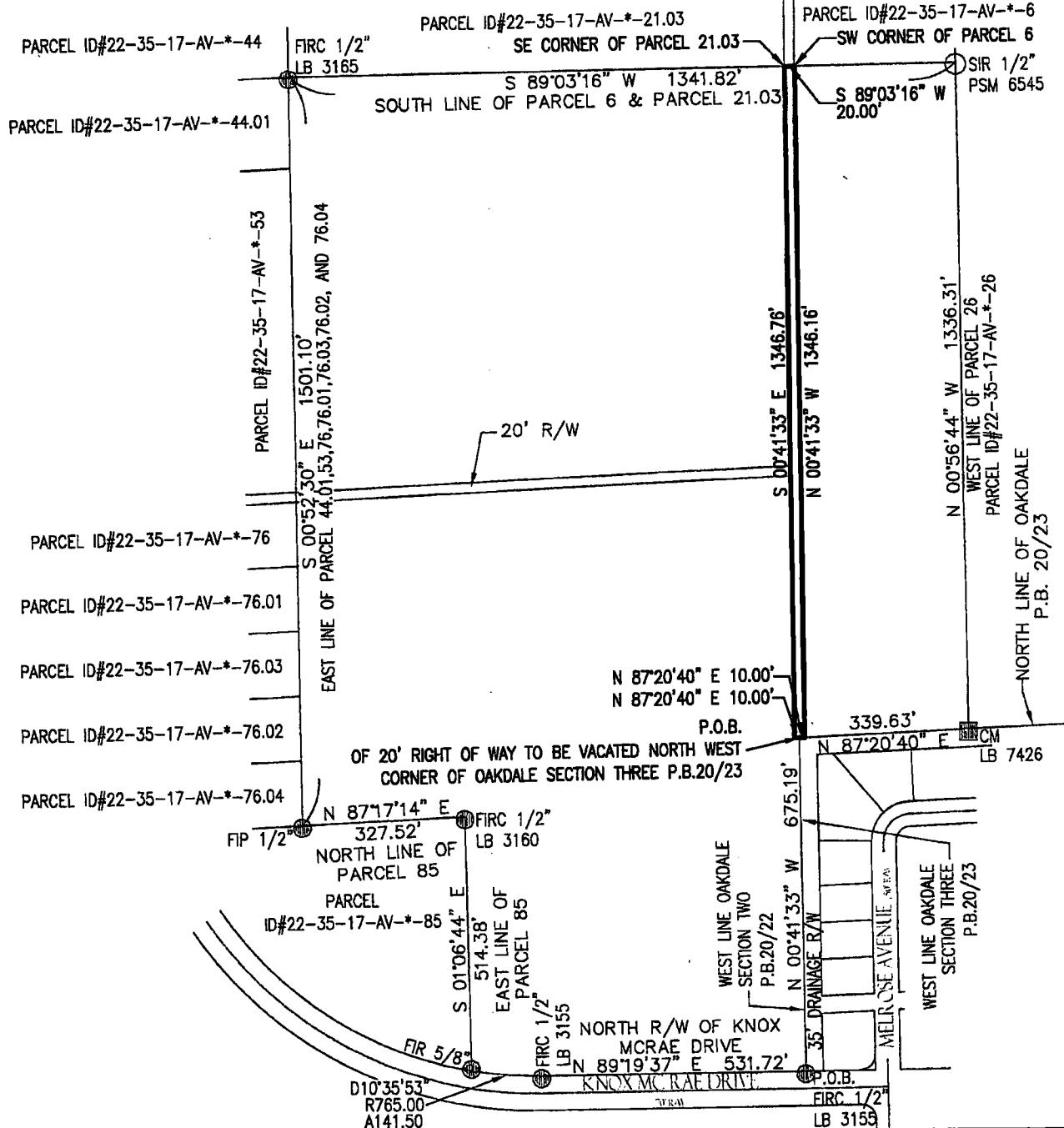
THIS IS NOT A SURVEY

GRAPHIC SCALE



LEGEND:

- Set 1/2" iron rebar with cap # PSM 6545
- Found iron rebar, size and cap #



PREPARED BY:

LAYOUT SERVICES, INC.
 3380 S PARK AVE SUITE 7
 TITUSVILLE, FL 32780

SCALE:

1" = 300'

PROJECT NO.:

20-340

SECTION 17

TOWNSHIP 22 SOUTH
 RANGE 35 EAST

LEGAL DESCRIPTION

20' RIGHT OF WAY

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

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PARENT PARCEL ID#: 22-35-17-AV-*-25

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LEGAL DESCRIPTION: PARENT PARCEL 22-35-17-AV-*-25

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20' Right of Way to be Vacated

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ABBREVIATIONS:

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PB	PLAT BOOK
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FPL	FLORIDA POWER AND LIGHT
COV	COVERED
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ID	IDENTIFICATION

SURVEYORS NOTES:

- Bearings shown hereon are based on the Right of Way Line of KNOX MC RAE DRIVE, being N 89°19'37" E according to the Plat described hereon and may not be a True North Azimuth.

PREPARED FOR AND CERTIFIED TO:

CITY OF TITUSVILLE

SURVEYOR, JAMES ZIMMERMAN PSM 6545
PROFESSIONAL SURVEYOR & MAPPER

PREPARED BY: LAYOUT SERVICES, INC. LB7540
3380 S PARK AVE SUITE 7
TITUSVILLE, FL 32780

DRAWN BY: AR	CHECKED BY: JZ	PROJECT NO. 20-340			SECTION 17 TOWNSHIP 22 SOUTH RANGE 35 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 11/2/20	DRAWING: LAKE BELLA				

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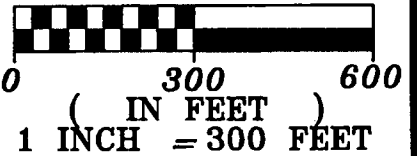
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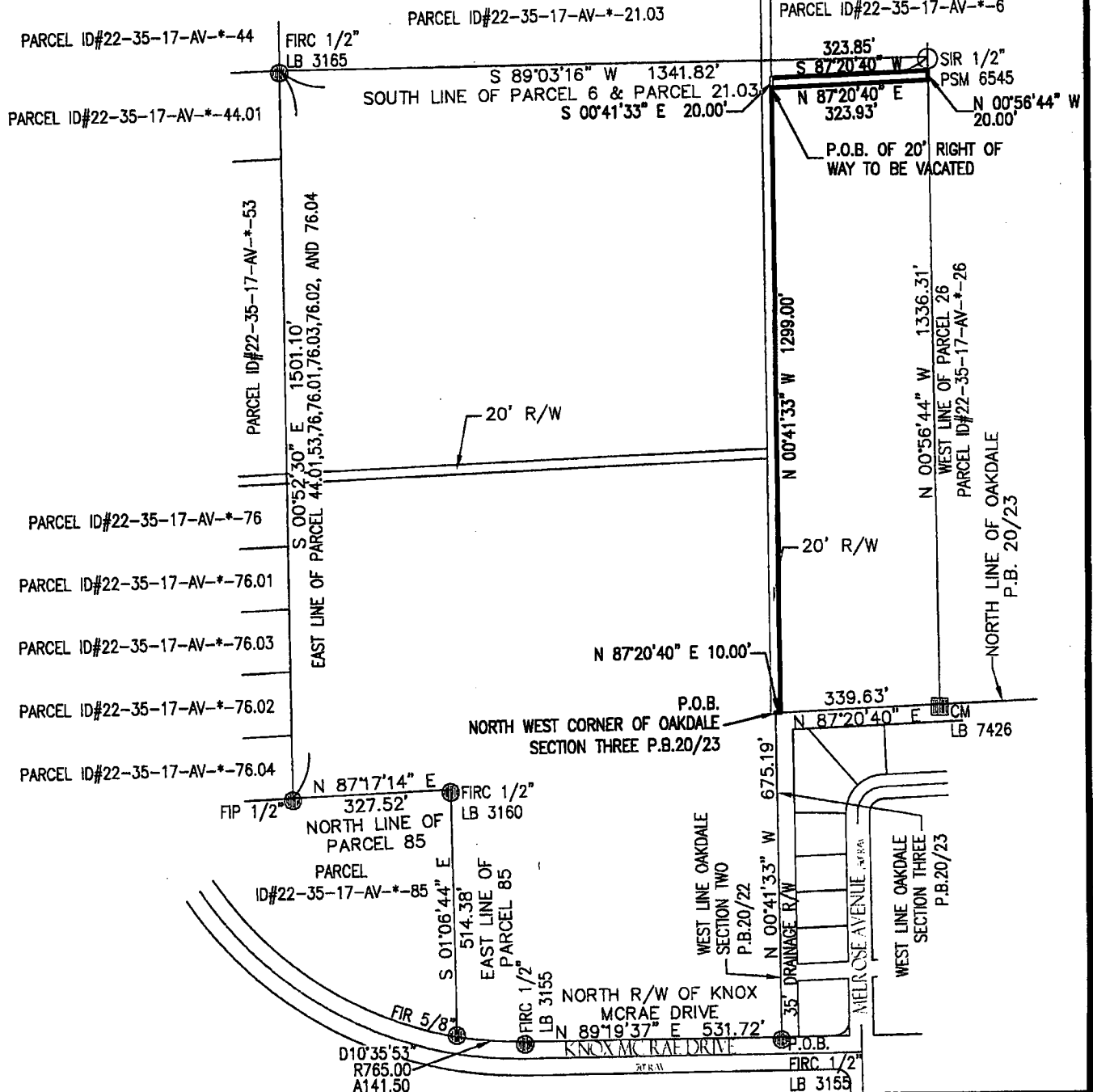
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GRAPHIC SCALE



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- Found iron rebar, size and cap #



PREPARED BY:

LAYOUT SERVICES, INC.
 3380 S PARK AVE SUITE 7
 TITUSVILLE, FL 32780

SCALE:

1" = 300'

PROJECT NO.:

20-340

SECTION 17

TOWNSHIP 22 SOUTH
 RANGE 35 EAST

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING RESOLUTION NO. 8-2023 WHICH AMENDED RESOLUTION NO. 7-2021 VACATING, ABANDONING, AND DISCONTINUING CERTAIN PUBLIC STREETS; BY EXTENDING THE TIME FRAME FOR THE PETITIONER TO RECORD THE FINAL PLAT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition was presented by Sid Chehayeb, P.E., applicant on behalf of the owner, Brian Hammer

WHEREAS, the City Council adopted Resolution No. 7-2021 vacating a 20-foot wide road right of way, described in Exhibit “A”, subject to certain conditions; and

WHEREAS, said resolution expressly provided that such vacate is contingent upon recording of the final plat within two (2) years, and was approved on February 9, 2021;

WHEREAS, the City Council adopted Resolution No. 8-2023 extending the time frame for the petitioner to record the final plat by three-hundred sixty-five (365) days; and

WHEREAS, the City of Titusville is in receipt of a request from by Sid Chehayeb, P.E. applicant on behalf of the owner, Brian Hammer seeking an extension of the above-referenced time period for an additional one (1) year.

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

Section 1. That Resolutions No. 7-2021 and 8-2023, are hereby amended to grant an additional three-hundred sixty-five (365) day extension of time to the applicant to satisfy the conditions set forth in Resolution No. 7-2021.

Section 2. The terms and conditions of Resolution 7-2021 shall remain in full force and effect except as modified in Section 1 above.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED, this ____ day of _____ 2024.

ATTEST:

Andrew Connors, Mayor

Wanda F. Wells, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

20' RIGHT OF WAY

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

PARENT PARCEL ID# 22-35-17-AV-*--25

TAX ACCOUNT# 2223076

PURPOSE: VACATE RIGHT OF WAY

LEGAL DESCRIPTION: PARENT PARCEL 22-35-17-AV-*--25

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20' Right of Way to be Vacated

Commence at the North West Corner of Oakdale Section Three as recorded in Plat Book 20, Page 23 of the Public Records of Brevard County, Florida. Thence run S 87°20'40" W, a distance of 10.00 feet; Thence run N 00°41'33" W, a distance of 525.41 feet to the Point of Beginning of hereon described right of way; Thence run S 87°16'15" W to the NE corner of Parcel 76, a distance of 996.19 feet; Thence run N 00°52'30" W to the SE corner of Parcel 53, a distance of 20.00 feet; Thence run N 87°16'15" E, a distance of 996.26 feet; Thence run S 00°41'33" E, a distance of 20.00 feet to the point of beginning. Containing 19912.98 Square Feet, (0.457 acres) more or less.

ABBREVIATIONS:

PSM	PROFESSIONAL SURVEYOR AND MAPPER
FIR	FOUND IRON ROD
SIR	SET IRON ROD
R/W	RIGHT OF WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PB	PLAT BOOK
PG	PAGE
FPL	FLORIDA POWER AND LIGHT
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MEAS	MEASURED
ID	IDENTIFICATION

SURVEYORS NOTES:

- Bearings shown hereon are based on the Right of Way Line of KNOX MC RAE DRIVE, being N 89°19'37" E according to the Plat described hereon and may not be a True North Azimuth.

PREPARED FOR AND CERTIFIED TO:

CITY OF TITUSVILLE

SURVEYOR, JAMES ZIMMERMAN PSM 6545
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: LAYOUT SERVICES, INC. LB7540
3380 S PARK AVE SUITE 7
TITUSVILLE, FL 32780

DRAWN BY: AR	CHECKED BY: JZ	PROJECT NO. 20-340			SECTION 17 TOWNSHIP 22 SOUTH RANGE 35 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 08/06/20	DRAWING: LAKE BELLA				

SKETCH OF DESCRIPTION

20' RIGHT OF WAY

PARENT PARCEL ID# 22-35-17-AV-*-25

TAX ACCOUNT# 2223076

PURPOSE: VACATE RIGHT OF WAY

LEGEND:

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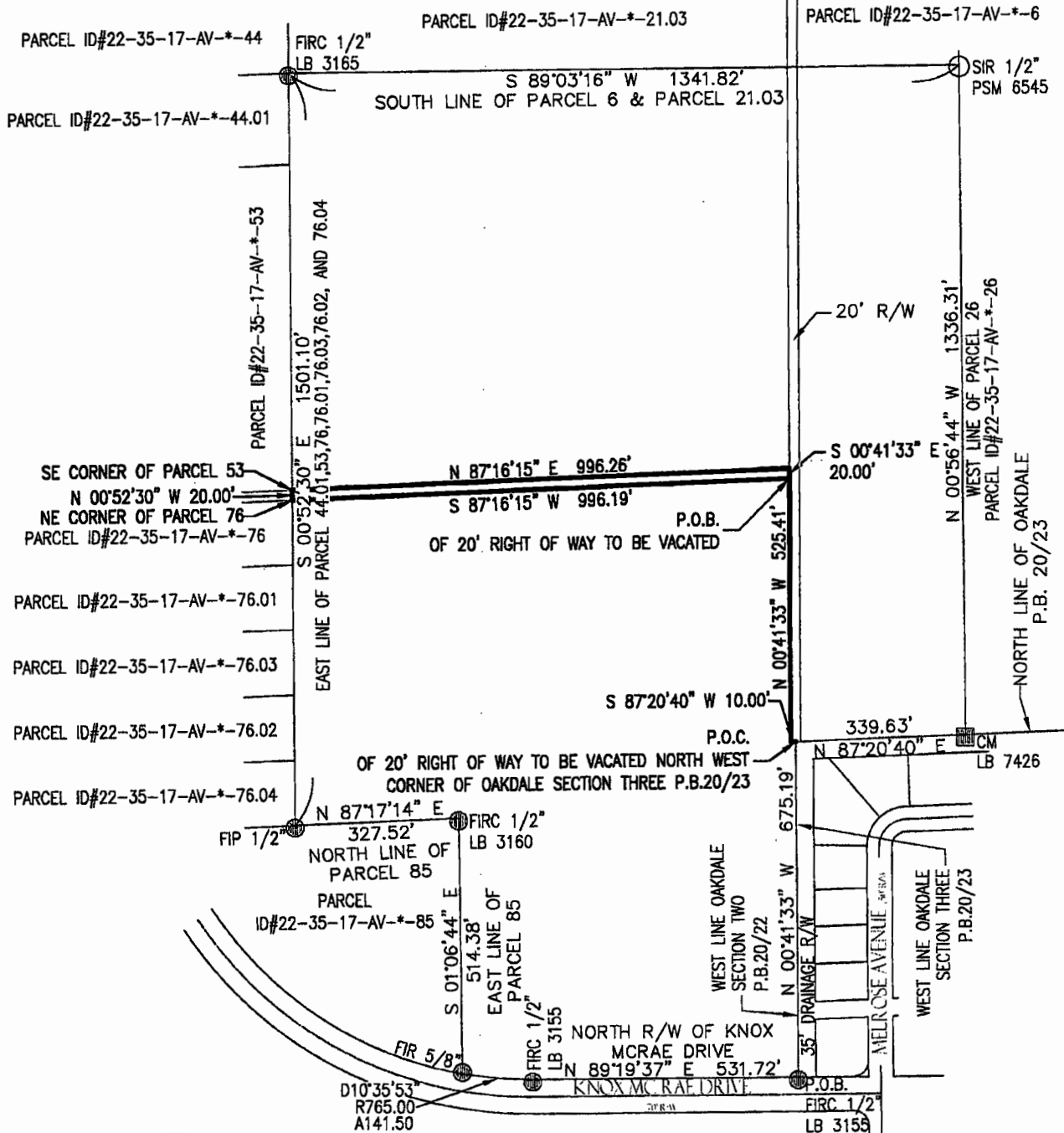
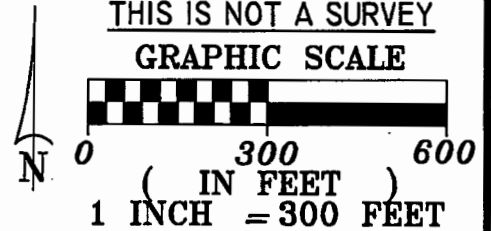
EXHIBIT "A"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY

GRAPHIC SCALE



PREPARED BY:

LAYOUT SERVICES, INC.
3380 S PARK AVE SUITE 7
TITUSVILLE, FL 32780

SCALE:

1" = 300'

PROJECT NO.:

20-340

SECTION 17

TOWNSHIP 22 SOUTH
RANGE 35 EAST

LEGAL DESCRIPTION

20' RIGHT OF WAY

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ABBREVIATIONS:

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SIR	SET IRON ROD
R/W	RIGHT OF WAY
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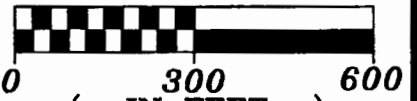
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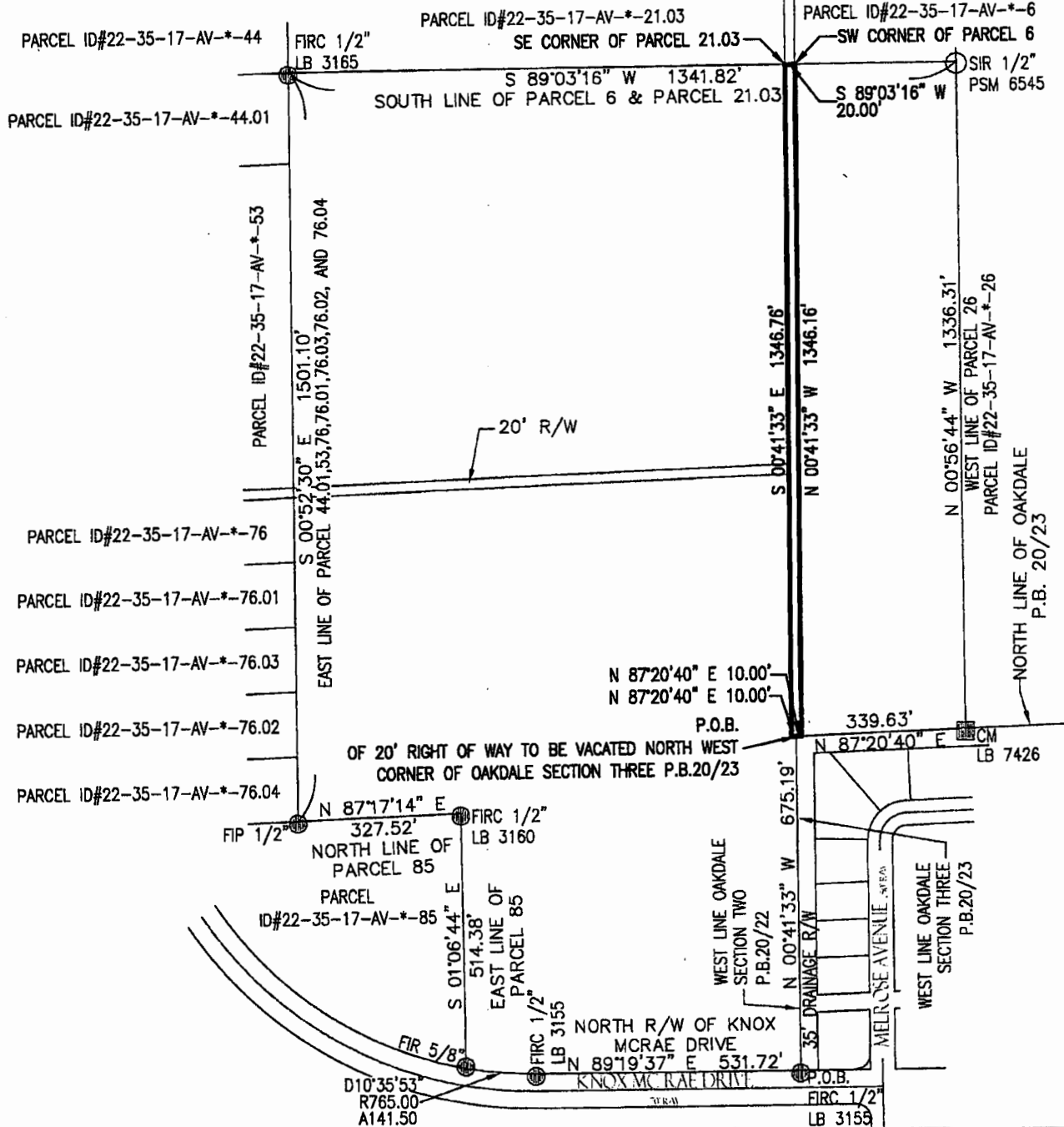
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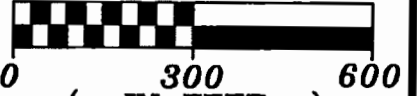
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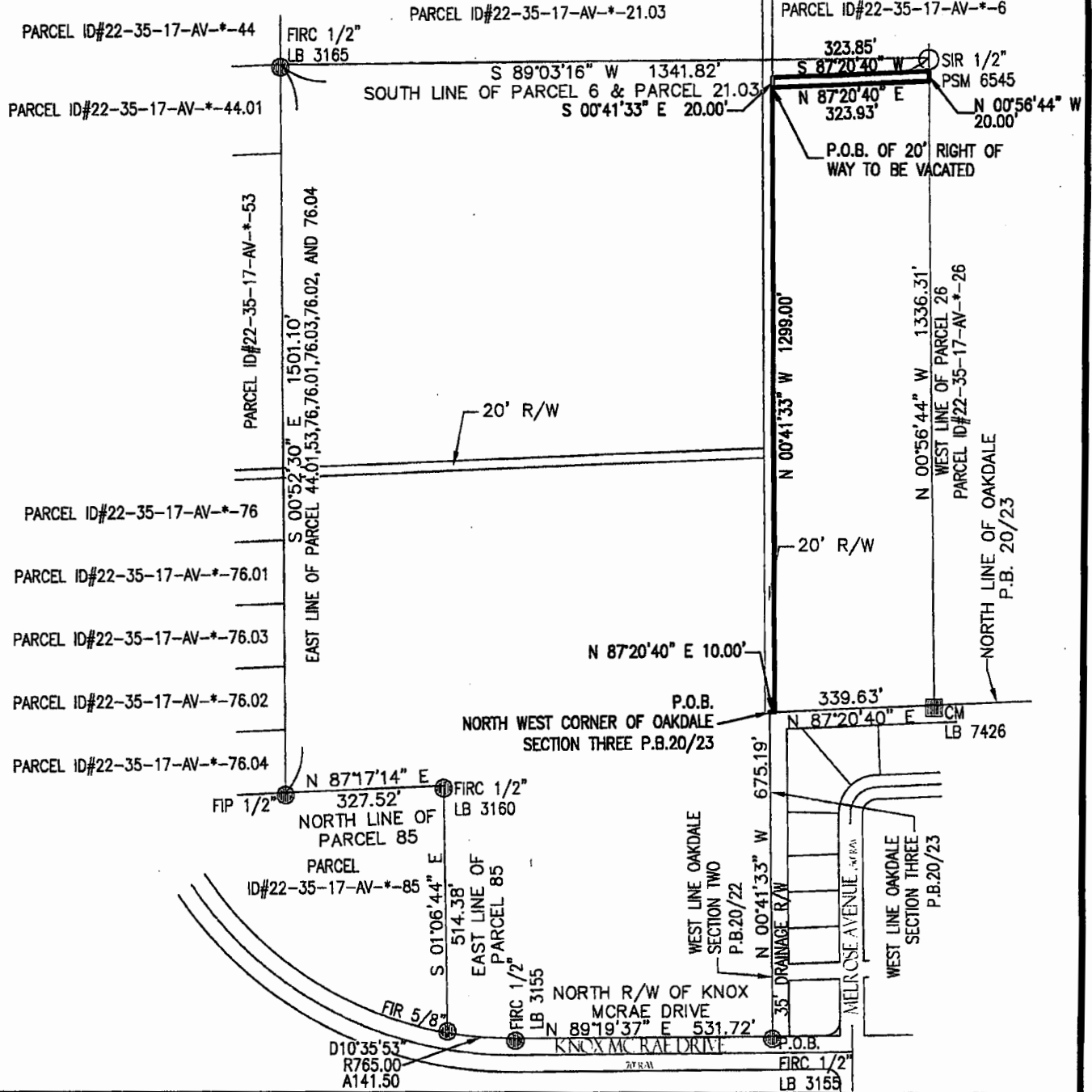
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GRAPHIC SCALE



(IN FEET)
1 INCH = 300 FEET



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3380 S PARK AVE SUITE 7
TITUSVILLE, FL 32780

SCALE:

1" = 300'

PROJECT NO.:

20-340

SECTION 17

TOWNSHIP 22 SOUTH

RANGE 35 EAST

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the City Council
From: Scott Larese, City Manager
Subject: **Code Enforcement Special Magistrate Selection**
Department/Office: Code Enforcement

Recommended Action:

Approve the award of RFQ# 25-Q-01 Special Magistrate - Code Enforcement to the Law firm DHN Attorneys, Mr. Don Nguyen and Mr. Ryan Fong. Authorize the Mayor to execute the proposed contract for a three (3) year term with option for two (2) one-year renewals for the estimated annual amount of \$18,000, and authorize the Mayor to execute the proposed Resolution No. 27-2024.

Summary Explanation & Background:

On 08/18/2024 The Purchasing and Contract Administrator published RFQ# 25-Q-01 notifying law firms via Demandstar, City's website, and Florida Today resulting in one law firm submitting sealed proposal of qualifications, which were subsequently opened on October 18, 2024, at 1530 hours. The one law firm that applied for the Special Magistrate position was:

1. DHN Attorneys, P.A., represented by Attorneys Don Nguyen and Ryan Fong.

A public meeting notice was issued and on 10/29/2024, the Purchasing and Contract Administrator and Evaluation Committee (B. Parrish, and G. Tolleson) conducted an interview with Don Nguyen and Ryan Fong, the Special Magistrate Candidates representing their law firm. After meeting with the applicant, the committee unanimously agreed to recommend awarding a single contract to Attorney Don Nguyen and the law firm of DHN Attorneys, P.A.

Alternatives:

Do not award the contract, and direct staff on further actions regarding the Code Enforcement Special Magistrate and code enforcement ordinance issues.

Item Budgeted:

Yes

Source/Use of Funds/Budget Book Page:

Use: Professional Services 001-0808-524.31-01

Strategic Plan:

No. 2 – Efficient and Effective Services

Strategic Plan Impact:

The Code Enforcement Special Magistrate is required by Florida Statute Chapter 162.

ATTACHMENTS:

1. DHN Attorneys Package
2. 25Q01LR Tab
3. 25Q01LRF09262024
4. Code Enforcement Special Magistrate contract draft with DHN 3
5. Special Magistrate (Resolution) 2024 Nov New magistrate



448 S. Alafaya Trail, Unit 8
Orlando, FL 32828
Phone: (407) 269-5346
Fax: (407) 650-2765

www.DHNattorneys.com

1.) Title Page

RFQ: 25-Q-01/LR

Submitting Firm: DHN Attorneys

Submitting Individual:

Don H. Nguyen, Bar Number 51304, Admitted 2008

Resume included behind Title Page

Address: 448 S. Alafaya Trl. Unit 8, Orlando, FL 32828

Telephone Number: (407) 269-5346 ext. 111

Name of Contact Person: Don H. Nguyen

Signature: _____

Printed Name: _____

DON H. NGUYEN, ESQ.

448 S. Alafaya Trail, Ste. 8, Orlando, FL 32828 | 407.269.5346, ext. 111 | don@dhnattorneys.com

PROFILE

Preeminent “AV” Rated attorney focusing on all areas of real estate law including foreclosure, complex title litigation, homeowners associations and condominium associations, and business transactions.

Qualifications/Achievements include:

- Currently serving on the Development Advisory Board for Orange County, Florida
- Owner of one of the Orlando Business Journal’s Top Real Estate Law Firms in 2014 through 2023.
- Earned distinction as SuperLawyers Florida Rising Star in 2017 through 2023.
- Honored as a “Distinguished Lawyer” by the Expert Network and as a “Superb Attorney” by Avvo.com.
- Served as director and board member for multiple industry non-profit networking organizations.
- Licensed to practice in all state courts of Florida and in the Federal Courts for the Middle District of Florida and the Southern District of Florida.

WORK EXPERIENCE

DHN Attorneys, P.A., Orlando, FL – Shareholder, December 2013 – present

- Represent investors, developers, entrepreneurs, lenders, and over 200 homeowners and condominium associations for all legal needs.
- Draft, negotiate, and provide recommendations regarding real estate and commercial leases, commercial transactions, releases, and settlement agreements on behalf of individual and corporate clients.
- Served as title agent for multimillion dollar residential and commercial real estate transactions.
- Reviewed and prepared documents in closing real estate transactions on behalf of both buyers and sellers.

Emeritus, P.A., Orlando, FL – Shareholder, September 2011 – November 2013

- Managed and supervised Firm’s litigation and real estate practice groups.

Law Offices of John L. Di Masi, P.A., Orlando, FL – Attorney, June 2010 – September 2011

- Worked extensively with in-house counsel for title insurance companies to negotiate, settle, or litigate various title and real estate matters.

The Association Law Firm, PLLC, Orlando, FL – Attorney, May 2008 – June 2010

- Provided general legal advice and support local community associations for collections, covenant enforcement, and transactional needs.

Litchford & Christopher, P.A., Orlando, FL – Attorney, July 2007 – April 2008

- Practiced in all areas of civil litigation, including corporate control issues, breach of contracts, trade secrets, and probate and trust litigation.

NON-PROFIT EXPERIENCE

SALT Outreach, Inc. – Leadership Council, 2024-present

Asian Real Estate Association of America - Greater Orlando, Secretary, 2018

Asian American Chamber of Commerce, Vice President, 2014-15

Greater Orlando Asian American Bar Association, Charter Member, Director-at-Large, 2013

EDUCATION

Vanderbilt University Law School, Nashville, TN – Juris Doctorate, May 2007

- **Honors:** Vanderbilt Honor Scholarship, Public Interest Service Award
- **Activities:** APALSA, *president*, Legal Aid Society, Moot Court

Wake Forest University, Winston-Salem, NC – B.A., Psychology, *cum laude*, May 2004

- **Honors:** G. F. Hankins Scholarship, Psychology Honor Society, Mortar Board Honor Society, Dean’s List
- **Activities:** ASIA, *president*, Resident Advisor, WFU Peer Mediation, *co-founder*

Qualifications

DHN Attorneys, through its principal, Don H. Nguyen, has extensive experience in Florida municipal law and code enforcement procedures. Don H. Nguyen has been an attorney in good standing with the Florida Bar for over 15 years, holding an "AV" rating from Martindale-Hubbell, signifying the highest level of professional excellence. His background includes serving as a trusted advisor to community associations, representing them in numerous code enforcement hearings and other legal matters. The firm's team is well-versed in Chapter 162, Florida Statutes, which governs the procedures for code enforcement, and has significant experience conducting quasi-judicial hearings.

Ryan Fong, a partner at DHN Attorneys, is also highly experienced in real estate and municipal matters and holds recognition as one of Orlando's Attorneys of the Year 2024 by *Orlando Style Magazine*. This blend of experience positions DHN Attorneys as a strong candidate for the City of Titusville's needs.

A. Conflict of Interest

At this time, DHN Attorneys does not represent any clients that would present a direct conflict of interest with the responsibilities to the City of Titusville. Should any potential conflicts arise in the future, we are committed to immediately disclosing such matters to the City and working closely with City officials to resolve any conflicts in compliance with applicable regulations, including seeking a waiver or recusing from specific matters as necessary.

B. Florida References

Our firm has a solid history of providing legal services to public and governmental entities, which includes:

- **Orange County Clerk of Courts:** DHN Attorneys currently provides litigation services for a variety of matters, including code enforcement disputes and other legal issues.
- **City of Orlando:** DHN Attorneys serves as a subcontractor for Bond and Other Debt Related Legal Services under RQS24-0174, demonstrating our capacity to handle complex public sector legal needs.
- **Homeowners and Condominium Associations:** DHN Attorneys has represented numerous associations in Central Florida, appearing regularly at code enforcement hearings and helping to resolve disputes involving compliance with municipal codes.

These references reflect our experience with entities that are similar in size and scope to the City of Titusville and underscore our familiarity with Central Florida's regulatory environment.

C. Affirmative Statement

DHN Attorneys assures the City of Titusville that we are not in violation of any statutes, regulatory rules, or Florida Bar Association standards that could impact our ability to perform the requested services. The firm has no direct or indirect conflicts of interest with any party related to this proposal, and we are committed to adhering to all relevant laws, including the Sunshine Law, Public Records Law, and Chapter 112, Florida Statutes. Furthermore, over the past three years, DHN Attorneys has not been involved in any litigation related to services similar to those requested in this RFQ.

D. Availability

With a dedicated team of four attorneys, along with a strong support staff of paralegals and legal assistants, DHN Attorneys is well-positioned to handle the City of Titusville's needs. Our experienced staff efficiently manages intake and administrative tasks, allowing our attorneys to focus on delivering high-quality legal services. We frequently travel outside of Orange County to attend hearings and meet with clients in neighboring counties, ensuring flexibility and accessibility. Given our current and anticipated workloads, we do not foresee any issues in allocating sufficient time and resources to serve as Special Magistrate for the City of Titusville. Additionally, we do not anticipate requiring any outside support to fulfill this contract.

RYAN C. FONG, ESQ.

4729 Windsor Avenue, Orlando, Florida – (707) 816-1225 – rcfong41@gmail.com

BAR ADMISSION

State of Florida – October 2014

Florida Trend's Legal Elite Up & Comer - 2018

LEGAL EXPERIENCE

DHN Attorneys, P.A.

Associate Attorney

Orlando, FL

January 2016 - Present

Corporate Law:

- Corporate general counsel for 50+ profit and non-profit corporations, including community associations, restaurants, and businesses.
- Review, redline, amend and negotiate corporate lease agreements.
- Review, redline and negotiate vendor service agreements and contracts.
- Litigate breach of contract and violations of corporate documents.
- Mediate disputes between corporate members and corporation.
- Draft operating agreements and corporate formation documents.
- Ensure compliance with Secretary of State corporate filings.

Corporate Governance:

- Review and analyze corporate governing documents, procedures, and policies.
- Amend governing documents pursuant to corporate bylaws and state statute.
- Lead counsel for transitioning of new board of directors via membership elections.
- Present in-person continuing education seminars and state required board certification course.

Corporate Asset Acquisitions and Sales:

- Prepare Letter of Intent for initial asset purchase and sale.
- Prepare and negotiate asset purchase agreements.
- Prepare closing documents for final sale.

Law Offices of Agnes Chau, P.A.

Associate Attorney

Orlando, FL

February 2015 – December 2015

Corporate Investment Immigration:

- Prepared application and supporting documents for EB-5 immigrant investors up to \$1 million.

General Immigration:

- Successfully applied for and litigated refugee asylum.
- Represented asylum applicants at in-person interviews with United States Immigration and Customs Enforcement.
- Achieved United States citizenship for multiple clients.

EDUCATION

New England Law | Boston

Juris Doctor

Boston, MA

May 2014

Honors: Dean's List Fall 2012, Spring 2013, Fall 2013, Spring 2014

Activities: Asian Pacific American Law Students Association, Secretary 2011-2014

Student Veterans Advocacy Group, President 2011-2014

California State University, Sacramento

Bachelor of Arts - Sociology

Sacramento, CA

June 2011

Honors: Dean's List 2007 - 2009

Activities: Track & Field 2005- 2006; American Marketing Association 2009



BUSINESS DEVELOPMENT DIVISION

400 E. South Street, 2nd Floor * Reply To: P O Box 1393; Orlando, FL 32802-1393

Phone: 407 / 836-7317

Fax: 407 / 836-5477

Website: www.ocfl.net

September 16, 2024

Don Nguyen
DHN Attorneys, PA
448 S. Alafaya Trail
Unit 8
Orlando, FL 32828

Dear Don Nguyen:

Congratulations! Your Certification was approved by my Manager on **September 16, 2024**. Please understand that your certification is valid for one year. Before **September 30, 2025**, you will need to re-certify the company. The system will notify you approximately two months prior to your expiration due date. Do not ignore the request. It is your responsibility to recertify prior to your expiration date and not rely on the automated system as the automated system is courtesy. If you do not recertify prior to your expiration date, the file will be closed and you will have to submit all paperwork to be certified all over again as a new cert.

Re-certification is now online via our new system, B2GNow and the address link is:
<https://ocfl.diversitycompliance.com/?TN=ocfl>.

Please note that Orange County Government reserves the right to conduct site visits to your company announce and unannounced as part of compliance. The refusal of staff for these site visits can result in revocation of your certification.

If during this timeframe, any contact information changes (i.e., phone number, fax number, e-mail address, address of office, etc.) or ownership changes please update in the B2GNow portal: <https://ocfl.diversitycompliance.com/?TN=ocfl>.

Remember, it is your responsibility as a company to keep our office abreast of any changes.

****Note the Manager of Business Development has made it a requirement that all newly certified applicants participate in the mandatory "How to do Business with Orange County workshop." The workshops are conducted the 3rd Monday of each month from 10:00 AM – 12 noon. The owner(s) must be present. The workshop will familiarize business owners with details related to the procurement process. At the end of the workshop you will receive your certificate. To RSVP for this workshop, contact Patrice McKay at email address referenced below.**

FINAL REMINDER: DO NOT TAMPER WITH OR ALTER YOUR CERTIFICATION IN ANY SHAPE, FORM OR FASHION. IN SUCH CASES WHERE THIS HAS BEEN DONE, YOU MAY BE SUSPENDED, DEBARRED OR PROSECUTED.

Sincerely,

Patrice McKay
Senior Contract Administrator
Patrice.McKay@ocfl.net
Orange County Business Development Division



448 S. Alafaya Trail, Unit 8
Orlando, FL 32828
Phone: (407) 269-5346
Fax: (407) 650-2765

www.DHNattorneys.com

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Letter of Transmittal

October 15, 2024

City of Titusville Purchasing & Contracting Division
555 S. Washington Avenue
Titusville, FL 32796

Dear City of Titusville Representative,

Re: Proposal for Special Magistrate Services – Code Enforcement

DHN Attorneys understands the vital role that a Special Magistrate plays in ensuring fair and effective code enforcement. Our firm is well-positioned to meet the City's needs, given our extensive experience in handling code enforcement hearings for homeowners and condominium associations across Central Florida. We are committed to conducting impartial and thorough hearings, issuing timely rulings, and providing legally sound advice in accordance with Chapter 162, Florida Statutes.

We commit to fulfilling the work activities outlined in the Request for Qualifications, ensuring that hearings and related processes are conducted punctually and with due diligence. Our firm has the capacity to adjust to the scheduling needs of the City, including additional hearings as required.

The following individuals are authorized to submit and present this proposal:

- **Don H. Nguyen**, Principal Attorney
Address: DHN Attorneys, 448 S. Alafaya Trail, Unit 8, Orlando, FL 32828
Phone: (407) 269-5346
Email: Don@DHNAttorneys.com
- **Ryan Fong**, Partner
Address: DHN Attorneys, 448 S. Alafaya Trail, Unit 8, Orlando, FL 32828
Phone: (407) 269-5346
Email: Ryan@DHNAttorneys.com

DHN Attorneys is a regional law firm based in Central Florida, with a focus on community association law, real estate, and municipal services.

We look forward to the opportunity to serve the City of Titusville.

Sincerely,
Don H. Nguyen
Owner and Principal
DHN Attorneys

4.) Summary of Qualifications/ Experience

DHN Attorneys is well-positioned to respond to the City of Titusville's RFP. The firm currently provides litigation services to the Orange County Clerk of Courts and also has a proven track record in representing hundreds of homeowners' associations and condominium associations, appearing regularly at code enforcement hearings and handling a wide range of legal matters.

Firm principal, Don Nguyen, is an "AV" rated attorney with over 15 years of experience in real estate and corporate law and was recently appointed to serve on the Development Advisory Board for Orange County.

In addition to their work with the Orange County Clerk, DHN Attorneys is a subcontractor for the City of Orlando, providing Bond and Other Debt Related Legal Services under RQS24-0174. Their ongoing engagement with municipal clients demonstrates their capacity to handle complex public sector legal needs. Their extensive experience in litigation, municipal work, and code enforcement makes them a strong partner for the City of Titusville.

As general counsel to Harmony Residential Owners Association, Inc., a community governing over 1,000 homes, our firm drafts, revises, and enforces all restrictions, rules, and regulations governing the community. We prepare enforcement policies, advise committees during hearings, and file lawsuits to enjoin prohibited activities. This comprehensive legal support ensures the association operates effectively and in compliance with governing documents and applicable law.

5.) Legal/ Litigation History

DHN Attorneys serves as outside litigation counsel for the Orange County Clerk of Courts. The Firm currently represents the Clerk in defense of a lawsuit filed in the U.S. District Courts for the Middle District of Florida and is engaged to appear on behalf of the Clerk as the need arises in other civil matters, including foreclosures and deposit disputes.

The Firm's representation of Orienta Point Condominium Association included appearance at code enforcement hearings before the City of Altamonte Springs concerning alleged violations of the fire code. We guided the Association through the compliance process following discussions, hearings, and orders for enforcement, ensuring timely and effective resolution of the violations.

The Firm's representation of Investgroup Service Center Condominium Association, Inc. included advising the client through code enforcement matters involving the improper placement of dumpsters by a unit owner within this commercial condominium. We appeared at multiple hearings and negotiated with the City of Orlando and Waste Management to find an effective solution and successfully obtain a release of all code enforcement liens.

6.) Methodology/ Approach

At DHN Attorneys, our approach to providing services is highly organized and efficient, with an emphasis on clear communication and personalized attention. Here's how we manage each component of the work scope:

- **Case Review & Preparation:** Our team of paralegals and legal assistants will first handle the intake of each case, gathering all documentation and ensuring all materials are in order. Don Nguyen or Ryan Fong will personally review every file, assigning one of them to each hearing based on their availability and specific expertise in the relevant area of law. This ensures that the attorney with the most appropriate experience and command of the subject matter handles each case. We will also thoroughly examine any site inspection reports and other submitted documents to fully understand the issues at hand.
- **Hearing Process:** Either Don Nguyen or Ryan Fong, as partners of the firm, will personally attend and conduct the hearings on the second Monday of each month, or more frequently, if necessary, to ensure timely resolution of cases. During hearings, we will provide all parties a fair opportunity to present evidence and testimony while maintaining strict adherence to procedural rules. Our approach emphasizes transparency, fairness, and respect for all involved.
- **Ongoing Communication & Coordination:** We will maintain regular communication with City staff, providing timely updates on case statuses and adjusting hearing schedules as necessary. Our team will be readily available for additional hearings or emergency matters that may arise. This consistent coordination ensures the City is always informed and prepared for any developments.

Project Schedule:

- **Day 1-3:** Case files received and reviewed by our team, with Don or Ryan taking the lead in case assignment.
- **Day 4-5:** Case preparation, including consultations with City staff as needed.
- **Day 6 (Second Monday):** Conduct hearings.
- **Day 7-10:** Draft and issue written orders.
- **Ongoing:** Provide status updates to City staff and prepare for any upcoming hearings.

Our structured approach ensures that each case receives thorough attention while allowing flexibility to adapt to the City's needs.


FEE PROPOSAL
Special Magistrate: Code Enforcement
Proposal #25Q01/LR

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained within the RFQ. I have read the RFQ and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I accept a contract if approved by the City and such acceptance covers all terms, conditions, and scope of work of this proposal. Preparation time is billable, but there shall be no reimbursable and/or out-of-pocket expenses including but not limited to gas, photocopying, faxing, mailings, postage, etc. The above stated exclusions should be incorporated in the fee proposal.

\$ 175.00 /HR

For satisfactory services rendered by Special Magistrate/Hearing Officer, City will pay for the work performed or portion thereof at the contract price stated above, provided that such services have been accepted by the City and properly invoiced.

PROPOSAL INFORMATION:

COMPANY NAME AND ADDRESS: DHN Attorneys 448 S. Alafaya Trail, Unit 8 Orlando, FL 32828		PHONE # <u>(407) 269-5346</u> FAX # <u>(407) 650-2765</u> E-MAIL: <u>DON@DHNATTORNEYS.COM</u> FEIN # <u>46-4054707</u>
AUTHORIZED SIGNATURE: 		
PRINTED SIGNATURE: <u>Don H. Nguyen</u>		
TITLE: <u>Owner and Principal</u>		
DATE SIGNED: <u>October 11, 2024</u>		

Addendum Acknowledgment:

Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No: N/A Date Issued _____

Addendum No: N/A Date Issued _____

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL

SUBMIT SEALED QUALIFICATIONS TO:
City of Titusville
Purchasing & Contracting Division
 PO Box 2806 (555 South Washington Avenue)
 Titusville, FL 32781-2806 (32796-3584)



REQUEST FOR QUALIFICATIONS
This is not an order!

PROCUREMENT ANALYST: (321) 567-3973
 Leslie.Rothering@Titusville.c

FLORIDA TAX EXEMPT #85-8012621699C-3
 FEDERAL TAX EXEMPT #59-6000440

PROPOSAL SPECIFICATIONS MAY BE OBTAINED AT: Purchasing and Contracts, 555 Washington Ave, Titusville, FL 32796, or at the DemandStarSM website, or by emailing Leslie.Rothering@Titusville.com

RELEASE DATE:
 April 26, 2024

PROPOSAL TITLE:
 Special Magistrate – Code Enforcement

PROPOSAL NUMBER:
 25-Q-01/LR

PROPOSAL OPENING DATE AND TIME:
 October 18, 2024 @ 3:30 p.m.

PRE-PROPOSAL DATE, TIME, AND LOCATION:
 N/A

Mandatory
 Non-Mandatory

PROPOSALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼ CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM ▼

I have carefully examined the Request for Qualifications, Instructions to Proposers, General and/or Special Conditions, Scope of Work, proposed Agreement, and any/all other documents accompanying or made part of this proposal invitation.

- I hereby propose to furnish the services specified in the invitation at the prices or rates quoted in my proposal. **I agree that my proposal will remain firm for a period of ninety (90) days in order to allow the City adequate time to evaluate all received proposals.**
- I agree to abide by all conditions of this proposal and understand that the Titusville Law Enforcement Department prior to proposal award may conduct a background check.
- knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.
- I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm, or corporation submitting a proposal for the same product or service; no officer, employee, or agent of any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Submittals are firm for 90 days.

If Submitting a "No Proposal", state reason:

Name of Company Proposing: DHN Attorneys, PA

Address: 448 S. Alafaya Trail, Unit 8, Orlando, FL 32828

Proposer's Signature: *[Handwritten Signature]*

Proposer's Title: Owner and Principal

Type/Print Name: Don H. Nguyen

Date: 10/11/2024

Phone: (407) 269-5346

E-Mail: don@DHNAttorneys.com

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR PROPOSAL

STATE OF FL
 COUNTY OF Orange

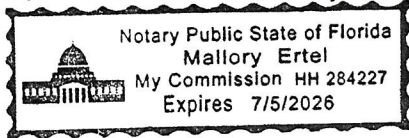
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of October, 2024, by (year)

Don H. Nguyen
 (name of person acknowledging).

[Handwritten Signature: Mallory Ertel]
 (Signature of Notary Public - State of Florida)
Mallory Ertel
 (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____

Type of Identification Produced _____



BOND DATA

CONTRACTOR MUST PROVIDE:

Yes No PROPOSAL BOND

Yes No PERFORMANCE BOND

Yes No LABOR, MATERIAL, PERFORMANCE BOND

Bonds must be issued by a surety company who complies with requirements with of F.S. 287.00935.

AMOUNT:

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

FEE PROPOSAL
Special Magistrate: Code Enforcement
Proposal #25Q01/LR


The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained within the RFQ. I have read the RFQ and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I accept a contract if approved by the City and such acceptance covers all terms, conditions, and scope of work of this proposal. Preparation time is billable, but there shall be no reimbursable and/or out-of-pocket expenses including but not limited to gas, photocopying, faxing, mailings, postage, etc. The above stated exclusions should be incorporated in the fee proposal.

\$ 175.00 /HR

For satisfactory services rendered by Special Magistrate/Hearing Officer, City will pay for the work performed or portion thereof at the contract price stated above, provided that such services have been accepted by the City and properly invoiced.

PROPOSAL INFORMATION:

COMPANY NAME AND ADDRESS: <u>DHN Attorneys</u> <u>448 S. Alafaya Trail, Unit 8</u> <u>Orlando, FL 32828</u>	PHONE # <u>(407) 269-5346</u> FAX # <u>(407) 650-2765</u> E-MAIL: <u>DON@DHNATTORNEYS.COM</u> FEIN # <u>46-4054707</u>
----------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------

AUTHORIZED SIGNATURE:  PRINTED SIGNATURE: <u>Don H. Nguyen</u> TITLE: <u>Owner and Principal</u> DATE SIGNED: <u>October 11, 2024</u>

Addendum Acknowledgment:

Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No: N/A Date Issued _____
 Addendum No: N/A Date Issued _____

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL

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 Special Magistrate - Code Enforcement Bid/Bid for THE CITY OF TITUSVILLE.

2. This sworn statement is submitted by DHN Attorneys, PA whose business address is 448 S. Alafaya Trl, Unit 8 and (if applicable) its Federal Employer Identification (FEIN) is 46-4054707.

3. My name is Don H. Nguyen (please print name of individual signing) and my relationship to the entity named above is Owner and Principal.

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: October 11, 2024

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 11th day of October, 2024, by Don H. Nguyen.
(year) (name of person acknowledging).

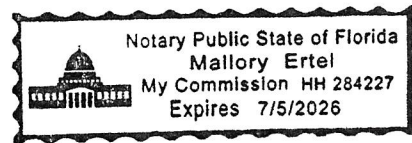
Mallory Ertel

(Print, Type, or Stamp Commissioned Name of Notary Public)

Mallory Ertel

(Signature of Notary Public - State of Florida)

Personally Known OR Produced Identification _____ Type of Identification
Produced _____



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.

[Signature] Vendor's Signature Owner and Principal Title 10/11/24 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 11th day of October, 2024, by Don H. Nguyen (year) (name of person acknowledging).

Mallory Ertel (Print, Type, or Stamp Commissioned Name of Notary Public) [Signature] (Signature of Notary Public - State of Florida)

Personally Known OR Produced Identification _____ Type of Identification Produced _____

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 DHN Attorneys (name of bidder or contractor) is 448 S. Alafaya Trl., Unit 8, Orlando, FL 32828.
2. My relationship to DHN Attorneys (name of bidder or contractor) is Owner and Principal (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. DHN Attorneys (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. DHN Attorneys (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. DHN Attorneys (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

[Signature] Don Nguyen President DHN Attorneys
 Signature Printed Name Title Name of bidder or contractor

Notary Public Information

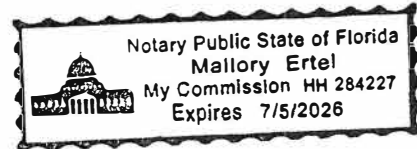
STATE OF FL
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of October, 2024, by Don H. Nguyen.
(year) (name of person acknowledging).

Mallory Ertel
(Print, Type, or Stamp Commissioned Name of Notary Public)

Mallory Ertel
(Signature of Notary Public - State of Florida)

Personally Known OR Produced Identification _____ Type of Identification
Produced _____



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.gov/e-verify](http://www.uscis.gov/e-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): 46-4054707

Don H. Nguyen
Printed Name of Affiant

Owner and Principal
Printed Title of Affiant

[Signature]
Signature of Affiant

DHN Attorneys
Name of Contractor

10/11/2024
Date

448 S. Alafaya Trl., Unit 8, Orlando
Address of Contractor

FL
State

32828
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 11th day of October, 2024, by Don H. Nguyen.
(year) (name of person acknowledging).

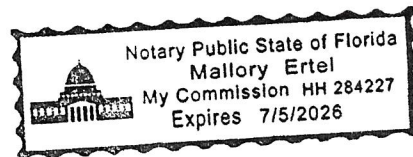
Mallory Ertel

(Print, Type, or Stamp Commissioned Name of Notary Public)

Mallory Ertel


(Signature of Notary Public - State of Florida)

Personally Known OR Produced Identification Type of Identification
Produced _____



REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.
Note: A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the City may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

1. Business/Organization (Name): Parsec International Corp.	
Address: 7550 Futures Dr., Ste. 209., Orlando, FL 32819	
Contact Person (Name): Marcia Braga	Telephone: (321) 299-4851
Fax and/or Email: Association@parseccorp.com	
Date of Service: 2019 - Current	Contract Total: N/A
Description of Service: Code Enforcement Hearings and Covenant Enforcement	
2. Business/Organization (Name): Sentry Management	
Address: 1645 East Highway 50, Ste. 201, Clermont, FL 34711	
Contact Person (Name): Reed McCoy	Telephone: (352) 243-4595 ext. 59023
Fax and/or Email: rmccoy@sentrymgt.com	
Date of Service: 2017 - Current	Contract Total: N/A
Description of Service: Covenant Enforcement	
3. Business/Organization (Name): RealManage Family of Brands	
Address: 270 W. Plant St., Ste 340, Winter Garden, FL 34787	
Contact Person (Name): Lorrie Gutzmer	Telephone: (866) 473-2573 ext. 1602
Fax and/or Email: lorrie.gutzmer@realmanage.com	
Date of Service: March 2024 - Current	Contract Total: N/A
Description of Service: Code Enforcement Hearings and Covenant Enforcement	
4. Business/Organization (Name): Association Solutions (Harmony Residential Owners Assn.)	
Address: 811 Mabbette St., Kissimmee, FL 34741	
Contact Person (Name): Mark Hills	Telephone: (407) 847-2280
Fax and/or Email: info@myhoasolution.com	
Date of Service: March 2018 - Current	Contract Total: N/A
Description of Service: Covenant Enforcement	
5. Business/Organization (Name): Orange County Clerk of Courts, Office of Tiffany Moore Russell, CPC	
Address: 425 N. Orange Ave., Ste. 2110, Orlando, FL 32801	
Contact Person (Name): Roberta Walton Johnson	Telephone: (407) 836-6324
Fax and/or Email: Roberta.Walton.Johnson@myorangeclerk.com	
Date of Service: June 2024 - Current	Contract Total: N/A
Description of Service: Outside Litigation Counsel	
Bidder Company Name (printed): DHN Attorneys	
Address: 448 S. Alafaya Trl., Unit 8, Orlando, FL 32828	
Authorized Signature Printed: Don H. Nguyen	
Authorized Signature: 	
Telephone #: (407) 269-5346 ext. 111	Email: Don@DHNAttorneys.com



Proposal Opening

RFQ #/ TITLE: **25Q01 LR / Special Magistrate – Code Enforcement**

OPENING DATE/TIME: October 18, 2024 @ 3:30 p.m.

POSTING DATE/TIME: October 21, 2024 @ 10:00 a.m.

PROPOSERS	Location	POC
DHN Attorneys	Orlando, FL	Don Nguyen

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.

INITIALS: lar

SUBMIT SEALED QUALIFICATIONS TO:
City of Titusville
Purchasing & Contracting Division
 PO Box 2806 (555 South Washington Avenue)
 Titusville, FL 32781-2806 (32796-3584)



REQUEST FOR QUALIFICATIONS
This is not an order!

PROCUREMENT ANALYST: (321) 567-3973
Leslie.Rothering@Titusville.c

FLORIDA TAX EXEMPT #85-8012621699C-3
 FEDERAL TAX EXEMPT #59-6000440

PROPOSAL SPECIFICATIONS MAY BE OBTAINED AT: Purchasing and Contracts, 555 Washington Ave, Titusville, FL 32796, or at the [DemandStar](#) website, or by emailing Leslie.Rothering@Titusville.com

RELEASE DATE:
 April 26, 2024

PROPOSAL TITLE:
 Special Magistrate – Code Enforcement

PROPOSAL NUMBER:
 25-Q-01/LR

PROPOSAL OPENING DATE AND TIME:
 October 18, 2024 @ 3:30 p.m.

PRE-PROPOSAL DATE, TIME, AND LOCATION:
 N/A

Mandatory
 Non-Mandatory

PROPOSALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

I have carefully examined the Request for Qualifications, Instructions to Proposers, General and/or Special Conditions, Scope of Work, proposed Agreement, and any/all other documents accompanying or made part of this proposal invitation.

- I hereby propose to furnish the services specified in the invitation at the prices or rates quoted in my proposal. **I agree that my proposal will remain firm for a period of ninety (90) days in order to allow the City adequate time to evaluate all received proposals.**
- I agree to abide by all conditions of this proposal and understand that the Titusville Law Enforcement Department prior to proposal award may conduct a background check.
- knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.
- I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm, or corporation submitting a proposal for the same product or service; no officer, employee, or agent of any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Submittals are firm for 90 days.
 If Submitting a "No Proposal", state reason:

Name of Company Proposing:

Address:

Proposer's Signature:

Proposer's Title:

Type/Print Name:

Date:

Phone:

E-Mail:

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR PROPOSAL

STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, _____, by _____ (year)

 (name of person acknowledging).

 (Signature of Notary Public - State of Florida)

 (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

BOND DATA

CONTRACTOR MUST PROVIDE:

Yes No PROPOSAL BOND
 Yes No PERFORMANCE BOND
 Yes No LABOR, MATERIAL, PERFORMANCE BOND

AMOUNT:

Bonds must be issued by a surety company who complies with requirements with of F.S. 287.00935.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

City of Titusville General Terms and Conditions

1) DEFINITIONS:

- a) CITY - The term "CITY" herein refers to the City of Titusville Brevard, Florida, and its duly authorized representatives.
- b) CONTRACTOR - The term "CONTRACTOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.
- c) USING AGENCY - The term "USING AGENCY" used herein refers to any department, division, agency, council, committee, authority or other unit in the City Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the City of Titusville.
- d) HEAVY DUTY - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.
- e) QUALIFIED CONTRACTOR - The best Contractor who has the capability in all respects to fully perform the Proposal requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by City staff of the Contractor or its subcontractors' past performance for the City, and any other information required by City policies.
- f) RESPONSIVE CONTRACTOR - A Contractor who has submitted a Proposal, which conforms in all respects to the requirements of the Proposal package, including, but not limited to, submission of the Proposal on required forms with all required information, signatures, and notarizations at the place and time specified.
- g) DUE CAUSE – An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

- 2) Submittal of Proposals – Due Date:** Proposals shall be submitted utilizing the Proposal form(s) provided herein. All Proposals shall be properly executed with all applicable blank spaces completed. All corrections made by Contractor to any Proposal entry must be initialed. Proposals (an original and one copy) shall be submitted to the office of the Purchasing Agent no later than the date and time specified. Any bids received in Purchasing after the specified date and time will not be accepted.

Proposals shall be submitted in a sealed envelope prior to the time established for the opening of Proposals, and the envelope shall be marked with the Proposal number, title of Proposal, Proposal opening date and vendor's name and address. If submitted other than by mail, it shall be delivered to the office of the Purchasing & Contracting Division. Proposals submitted by mail must be received in the office of the Purchasing & Contracting division by the time specified herein for the Proposal opening. The City of Titusville will take no responsibility for delay caused by poor mail delivery or miscalculation of delivery by the Proposer.

Special Magistrate RFQ#25-Q-01/LR

- 3) Proposer's Signature:** If the Bid is made by an individual, he or she must sign his name thereon and state its principal office address or post office address, and the name and address of every other person involved in the Bid as principal. If the Bid is made by a

firm or partnership, its name and principal office address or post office address must be stated as well as the name and address of each member of the firm or partnership. If the Bid is made by a corporation, the Bid must be signed by some authorized officer or agent, subscribing the name of the corporation with his own name and affixing the corporate seal. Such officer or agent must also state the name of the State under which the corporation is chartered, the names and business address of the President, Secretary and Treasurer, as well as the registry with the Secretary of State of the State of Florida of such corporation for doing business in the State of Florida.

If you have any questions regarding the execution of the signature page, please feel free to contact the Purchasing & Contracting Department at (321) 567-3733, for further clarification. Strict adherence to criteria outlined above is of the utmost importance in the finalization of agreements awarded to successful Proposers.

- 4) Proposal Opening:** Proposal opening shall be public on the date and time specified. Sealed Proposals received by an agency pursuant to invitations to Proposal are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after Proposal or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1) (b) 2, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Proposal must be submitted on forms provided by the City. No other forms will be accepted. Fax, telephone, emailed, or verbal Proposals are not acceptable and will not be considered. No Proposal may be modified after opening. No Proposal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

Unless otherwise noted in the Proposal document, Contractors shall submit one Proposal only.

- 5) Withdrawal of Proposals:** Proposers may withdraw a Proposal after it has been delivered to the purchasing agent any time prior to the stipulated time for opening of the Proposals.
- 6) Familiarity with Site Conditions:** The responsibility for the determination of accurate measurements, the extent of the work to be performed, and the conditions surrounding the performance thereof shall belong only to the Proposer. Submission of a Proposal shall constitute acknowledgment by the Proposer that it is familiar with all such site conditions. The failure or neglect of a Proposer to familiarize himself with the site of the proposed work shall in no way relieve him from any obligations with respect to his Proposal.

- 7) Questions Regarding Specifications or Proposal Process:**

To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, division,

Page 2

or employee during the solicitation process, except as provided in paragraph "b" below. Additionally, the City prohibits communication initiated by a Proposer to the City official or employee, evaluating or considering the Proposals, prior to the time a Proposal award decision has been made. Such communication initiated by a Proposer may be grounds for disqualification of the said Proposer from consideration of award for the Proposal currently under evaluation and/or any future Proposal depending on severity of the infraction.

- a) Any questions relative to interpretation of specifications or the Proposal process shall be addressed to the Purchasing & Contracting Division, in writing. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the Proposal. At the City's sole discretion, inquiries received within five (5) days prior to the date set for the receipt of Proposals may not be given consideration. Any interpretation made to prospective Proposers will be expressed in the form of an addendum to the specifications which, if issued, will be conveyed to all prospective Proposers no later than three (3) days before the date set for receipt of Proposals. Oral interpretations will not be provided.
- b) It will be the responsibility of the Proposer to contact the Purchasing & Contracting Division prior to submitting a Proposal to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda or acknowledgment thereof with the Proposal.

8) Pricing/Shipment Cost: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any City of Titusville department to a secure area or inside unless otherwise stipulated in the PROPOSAL invitation or exceptions taken by the Proposer.

Errors: In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Contractor's total offer will be adjusted accordingly.

Period of Offer Validity: Prices quoted in the bid must remain valid for a period of ninety (90) days from the date of the bid opening unless stipulated otherwise in the Proposal documents (including all issued addenda).

9) Discounts: Proposers may offer a discount for prompt payments. Discounts will be computed from the date of satisfactory delivery at place of acceptance and/or from receipt of correct invoice at the office specified whichever occurs last. Proposers are encouraged to propose discounts in any Proposal.

10) Meeting Specifications: All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship, and material. The Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet City standards in a safe, neat, good, and workmanlike manner.

11) Hold Harmless and Indemnification: Proposer covenants and agrees that it will indemnify and hold harmless City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person

or property to which the City or said parties may be subject, except that neither the Proposer nor any of its sub-Contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

12) Trade Names: In cases where an item to be Proposal is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Proposer proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is indicated in the Proposal response therein by the Proposer. Generally, the reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective Proposer the performance and/or the operational requirements of articles or products that will be deemed acceptable. Proposals on other makes or catalog numbers will be considered provided each Proposer clearly indicates prior to the Proposal due date or states in its Proposal or proposal exactly what alternative it proposes to furnish and forwards with his Proposal, or prior to the Proposal due date, a cut illustration or other descriptive material which will clearly indicate the character of the article covered in its Proposal.

The City reserves the right to approve as an equal, or to reject as not being equal, any article the Proposer proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified and if no data is required to be submitted with the Proposal, the Proposer may be required to submit, before the Proposal award, working drawings or detailed descriptive data in sufficient detail to enable the City to judge if such data and specifications are in compliance with the City's requirements.

13) Proposal Award or Rejection of Proposals: A purchase order or contract will be awarded to the responsible Proposer that submits the lowest responsive Proposal that substantially complies with the provisions of the Invitation to Proposal, provided the Proposal price is reasonable and it is in the best interest of the City to accept it. . The City further reserves the right to consider other factors such as, but not limited to, quality of products being offered, delivery terms, discounts, and service reputation of the Proposer, in determining the most advantageous Proposal.

14) Selection/Rejection of Options: The City of Titusville reserves the right to select/reject options Proposal, based on price or other criteria deemed to be in the best interest of the City.

15) Evaluation of Proposals: The City reserves the right to make any changes to this Proposal, or to reject any and all Proposals, or portions of any and all Proposals, or to accept any Proposal or portion thereof deemed to be in the best interest of the City, or postpone or cancel or to re-solicit this Proposal at any time, or to waive any irregularities or informalities in this Proposal or in the offers received as a result to this Proposal, whenever such rejection or waiver is in the City's best interest. The City also reserves the right to request clarification or information from any Proposer.

The City also reserves the right to reject the Proposal of a Proposer who has previously failed to perform properly or complete contracts or purchase orders on time, or a Proposal of a Proposer who upon investigation shows not to be in a financial or other position to properly perform the contract.

Proposer's responsibility shall be determined only by the City. In determining responsibility, the following criteria (not prioritized), in addition to price, will be considered by the City:

- a) The ability, capacity, and skill of the Proposer to perform the services required.
- b) Whether the Proposer can perform or provide the requirements or provide the services promptly, or within the time specified, without delay or interference.
- c) The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.
- d) The quality of performance of previous contracts, purchase orders or services rendered.
- e) Previous and existing compliance by the Proposer with laws and ordinances relating to contracts, purchase orders or services.
- f) The sufficiency of the financial resources as they relate to the ability of the Proposer to perform the contract, purchase order, or provide the service.
- g) The quality, availability, and adaptability of the supplies or services to the particular use required.
- h) The ability of the Proposer to provide future maintenance and service for the use of the subject matter if required by the Proposal specifications.
- i) Whether the Proposer is in arrears to the City on a debt or is a defaulter on surety to the City or, whether the Proposer's taxes or assessments are delinquent.
- j) Whether the Proposer is in litigation or has caused the City to litigate against it or any of its associates, subsidiaries, etc. at any prior time.
- k) Such other additional criteria as may be developed for a specific solicitation.

16) Proposer Qualification: The City reserves the right to conduct an inspection of the Proposer's facility and equipment prior to the award of the Proposal. The City will notify you in writing of our intent to conduct an inspection or survey of your facility. The City also reserves the right to inspect the equipment, parts, components, goods or supplies specified in this Proposal.

Proposals will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt services and who maintain the regular business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except for holidays. The City will only consider Proposals from firms who maintain current City occupational license or from firms that are licensed to conduct business in the State of Florida.

Proposals will be considered only from firms which are regularly engaged in the business as described in this Proposal package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded an agreement under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practice in the industry and as determined by the City.

17) Disqualification Of Proposers : Any one of the following causes may be considered as sufficient for the disqualification of a Proposer and the rejection of his Proposal:

- a) Submission of more than one (1) Proposal for the same work by an individual, firm, partnership, or corporation under the same or different names.
- b) Evidence of collusion among Proposers.
- c) Previous participation in collusive bidding on work for

the City of Titusville, Florida.

- d) Submission of an unbalanced Proposal in which the prices Proposal for some items are out of proportion to the prices Proposal for other items.
- e) Lack of competency of Proposer – i.e., Proposer will be considered ineligible if at any time during the process of receiving Proposals or awarding the Contract, developments arise which – in the opinion of the City – adversely affect the Proposer's responsibility. However, the Proposer will be given an opportunity by the City to present additional evidence before final action is taken.
- f) Lack of responsibility as shown by past work judged from the standpoint of workmanship, quality control, and progress.
- g) Uncompleted work for which the Proposer is committed by Contract which, in the judgement of the City, might hinder or prevent the prompt completion of Work under this Contract if awarded to such Proposer.
- h) Being in arrears on any existing Contracts with the City, or in litigation with the City, or having defaulted on a previous Contract with the City.
- i) Promoting deliberate discriminatory practices.

This list is a representative sample of causes for disqualification and shall not be deemed to be all-inclusive.

18) Execution of the Purchase Order/Contract: The successful Proposer shall, at the City's option and within fifteen (15) calendar days from the date that the notification of award is issued by the City of Titusville, enter into a purchase order or contract with the City on forms provided by the City to furnish the goods or services awarded and shall simultaneously provide any required bonds, indemnities, insurance certificates or other required documentation. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

19) Proposal Guarantee Forfeited: Should the successful Proposer fail or refuse to execute and deliver the contract and bond required to the Purchasing & Contracting Administrator, within the allotted time, shall forfeit to the City the Proposal guarantee submitted with the Proposal, as liquidated damages to offset project costs, for such failures or refusal.

The City requires, when entering into a contractual agreement with a corporation licensed to do business in the State of Florida, that such agreement be signed by a corporate official or principal (i.e., President, Vice President, Secretary, Treasurer, or other authorized official, e.g., Executive Director) with the corporate seal affixed. If the aforementioned corporate officers or the corporate seal are readily available, a letter of authorization from a corporate official or principal may be submitted in lieu thereof. Such letter of authorization must be on corporate stationery, must clearly state that the person who signed the referenced agreement is duly authorized to enter into such an agreement on behalf of the corporation and must be signed by said corporate officials. Failure to submit letters of authorization within two (2) weeks after notification of award may result in cancellation of award.

In the case of a partnership, the agreement must be signed by the general or managing partner and notarized as outlined above. In the case of a sole proprietorship the owner must sign the agreement and have such execution notarized.

20) Florida Prompt Payment Act/Invoicing and Payment: Vendors shall be paid in accordance with the State of Florida

Prompt Payment Act, Section 218.70 of the Florida Statutes, upon submission of proper invoice(s) to: Accounts Payable Division, City of Titusville, P.O. Box 2806, Titusville, Florida 32781-2806. Invoices are to be billed at the prices stipulated on the purchase order or contract and as outlined in the Vendor's Proposal. All invoices must show the City of Titusville purchase order number.

21) Award Dispute Resolution: Pursuant to Florida Statutes, Chapter 120, a written notice of protest must be submitted or delivered to the Purchasing & Contracting Division within 72 hours after one of the following, whichever occurs first: (i) posting of the Proposal tabulation stating the intended award decision or (ii) after receipt of notice by the City of intended award. The nature of protest must be followed, within 10 days of submittal of such written notice, by a formal written notice fully detailing all elements, which promulgated the protest.

Proposal award challenges or Proposal award protests shall be submitted or delivered in writing to the office of the Purchasing & Contracting Administrator who (as authorized by the City Manager) is the administrative head of the Purchasing & Contracting Division. The Purchasing & Contracting Administrator will gather evidence and discern facts and make a recommendation to the City Manager. The City Manager will make the final decision on the matter. All decisions of the governing body are final.

22) Proposal Award Cancellation: The City reserves the right to withdraw all Proposal awards at any time for any reason.

23) Suspension or Rescindment of Bidding Privileges: The City of Titusville may remove any vendor, contractor, supplier, service provider or other entity from its active vendor's list for violation of one or more of the issues listed below.

- a) Continued failure to deliver products, services, work in accordance with the terms and conditions of the engagement documents.
- b) Disregard for the prudent use of taxpayer's funds.
- c) Causing the City to litigate.
- d) Shoddy workmanship.
- e) Deliberate attempts to deceive the City.

24) Legal Requirements: Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) to be procured hereby shall be duly observed. Lack of knowledge by the Proposer will in no way be cause for relief from responsibility and abidance with the contract documents. Failure to comply with all applicable legal requirements shall render your PROPOSAL as non-responsive.

25) Conflict of Interest: The award hereunder is subject to all applicable portions of Chapter 112, Florida Statutes. All Proposers must disclose with their PROPOSAL the name of any officer, director, or employee who is also an employee of the City of Titusville. Further, all Proposers must disclose the name of any City of Titusville employee who owns, directly or indirectly, or has an interest in one or more of the Proposer's firm(s) or any of its branches.

26) Right to Audit Records: The City shall be entitled to audit the books and records of the contractor or subcontractor to the extent that such books and records relate to the performance of the contract or purchase order or any supplement or amendment to such contract or purchase order. Such books and records shall be maintained by the contractor or subcontractor for a period of three (3) years from

the date of final payment under the Purchase Order unless a shorter period is otherwise authorized in writing by the City.

27) Fiscal Year Funding Appropriation:

- a) Specified Period: Unless otherwise provided by law, a purchase order for supplies or a contract for services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order or contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order or contract. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council.
- b) Cancellation Due to Unavailability of Funds in Succeeding Final Periods: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the purchase order or contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

28) Florida Statutes on Drug-Free Workplace Programs: In case of tie Proposals, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This form is included with this Invitation to Proposal and must be completed and returned with your Proposal.

29) Public Entity Crime: A person or affiliate who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted Proposer list.

30) Discriminatory Vendor List: An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Proposal for a contract to provide goods or services to a public entity, shall not submit a Proposal on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Proposals for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

31) Scrutinized Companies: 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 Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

- 32) Cancellation And Reinsurance:** If any insurance should be canceled or changed by the insurance expiring during the period of this Proposal award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the Proposal to maintain continuous coverage during the life of the award.
- 33) Incurred Cost:** City of Titusville is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this request for Proposal are entirely the obligation of the Contractor and shall not be chargeable in any manner to the City of Titusville.
- 34) Subcontractors:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
- 35) Litigation Venue:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.
- 36) Addition, Deletion, Or Modification Of Services:** The City reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated

percentage agreed upon by the City, the contractor, and the contract manager upon completion of such portion.

- 37) Operation During Dispute:** In the event the City has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the Contractor and the City, the Contractor agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the Contractor agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
- 38) Contract Termination:** The contract resulting from this Proposal shall commence upon issuance and acceptance of the fully executed contract. The City user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The City retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated.
- 39) Equal Opportunity Employer:** The City is an Equal Employment Opportunity (EEO) employer and as such encourages all contractors or vendors to voluntarily comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed. In addition, the contractor or Proposer or anyone under his employ shall comply with all applicable rules, regulations and promulgation's thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. The contractor or Proposer shall maintain a working environment free of discrimination or unwelcome actions of a personal nature. Any sub-contracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the contractor or Proposer shall comply with all new State and Federal EEO Regulations.
- 40) Confidentiality of Proposals:** Florida Statute 119.071 provides that sealed bids, proposals or replies received by the agency (City) pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a) Art. 1 of the State Constitution (becoming a public record) until such time as the City provides notice of its intended decision or until 30 days after opening bids, proposals, or final replies, whichever is earlier.
- In addition, if the City rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals or replies remain exempt from becoming a public record until such time as the City provides notice of its intended decision concerning the reissued competitive solicitation or until the City withdraws the reissued competitive solicitation. A bid, proposal or reply is not exempt for longer than 12 months after the initial City notice rejecting all bids, proposals or replies.
- 41) E-Verify**
As a condition precedent to entering into an agreement as a result of this bid, and in compliance with Section 448.095, Fla. Stat., 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.
- a) Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the

subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this agreement.

- b) The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- c) The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d) 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. Contractor acknowledges that upon termination of this agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
- e) Subcontracts:
Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

42) Local Preference (if applicable): (Ordinance No. 6-1994 and as amended by Ordinances No. 10-1995, 46-2009 and 48-2018). The City of Titusville grants preference to those vendors, contractors or service providers whose primary business location is within the physical limits of the City of Titusville or Brevard County and have held a valid occupational license (Business Tax Receipts) for a period of no less than one year. Local business shall be defined in accordance with said ordinance which is available for review in the City Clerk's or Purchasing & Contracting Administrator's office and is available at: <https://library.municode.com/fl/titusville>

Local City of Titusville Preference:

- a) Five (5) percent of the low bid amount for project awards up to and including \$500,000.00,
- b) Three (3) percent of the low bid amount for project awards greater than \$500,000.00 up to and including \$1,000,000.00, and
- c) Two (2) percent of the low bid amount for project awards greater than \$1,000,000.00 up to and including \$1,500,000.00.

Local Brevard County Preference:

- a) Two (2) percent of the low bid amount for project awards up to and including \$500,000.00,
- b) One (1) percent of the low bid amount for project awards greater than \$500,000.00 up to and including \$1,000,000.00, and
- c) Sixty six hundredths (0.66) of one percent of the low bid amount for project awards greater than \$1,000,000.00 up to and including \$1,500,000.00.

In the event that two or more firms are eligible for award

under this policy, the award will be decided as follows:

- a) If both firms are located in the City of Titusville, the firm that submitted the lowest price is awarded the contract or procurement,
- b) If one firm is located in the City of Titusville and the other firm is not, but it is located within Brevard County, the City of Titusville firm is awarded the contract or procurement,
- c) If both firms are located within Brevard County (none within the City of Titusville), the firm that submitted the lowest price is awarded the contract or procurement.

43) LOBBYING:

Contractors are not permitted to lobby any City Council member. Lobbying is defined as any action taken by an individual, Contractor, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a City Council member on the award of this contract. Any Contractor or individuals that lobby on behalf of a Bidder may by their actions cause their Bidder's submission to be rejected/disqualified.

44) CONTRACT AMENDMENTS/CHANGE ORDERS:

The City may make changes to the resulting Agreement, in accordance to City Purchasing Policy, by altering, adding to, or deducting from the services without liability to the Vendor, except for the reasonable cost of any additional work. All such work within the capacity of the Vendor to perform shall be performed pursuant to the terms hereof. All change orders will be processed in writing with both parties' signatures of agreement.

45) CONTINGENT FEES:

The Successful Bidder(s) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Successful Vendor(s), to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or Contractor, other than a bona fide employee working solely for the Successful Vendor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the City of Titusville shall have the right to terminate this Agreement without further liability, and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift, or consideration paid in breach of this Agreement. is defined as any action taken by an individual, Contractor, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a City Council member on the award of this contract. Any Contractor or individuals that lobby on behalf of a Bidder may by their actions cause their Bidder's submission to be rejected/disqualified.

46) SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS:

Pursuant to Florida Statutes § 287.05701, the City of Titusville shall not request documentation regarding, consider, or give preference based upon, a vendor's social, political, or ideological interests when determining the vendor's qualifications.

Updated 7/23

**SPECIAL MAGISTRATE: CODE ENFORCEMENT
RFQ #25Q01/LR**

**NOTICE OF INVITATION
REQUEST FOR QUALIFICATIONS**

THE CITY OF TITUSVILLE IS REQUESTING SEALED PROPOSAL OF QUALIFICATIONS FROM LICENSED AND QUALIFIED LEGAL PROFESSIONAL CAPABLE TO PERFORM IMPARTIAL HEARING OFFICIAL DUTIES AS A SPECIAL MAGISTRATE FOR CODE ENFORCEMENT CASES. PROPOSALS WILL BE ACCEPTED BY THE CITY OF TITUSVILLE AT CITY HALL, 555 S. WASHINGTON AVENUE, TITUSVILLE, FLORIDA 32796, UNTIL OCTOBER 18, 2024 @ 3:30 P.M., AT WHICH TIME AND DATE ALL PROPOSALS DULY SUBMITTED WILL BE PUBLICLY OPENED AND READ OUT LOUD IN THE CITY COUNCIL CHAMBERS. ANY PROPOSALS RECEIVED AFTER THE TIME AND DATE SPECIFIED ABOVE WILL NOT BE CONSIDERED. SEALED ENVELOPES SHALL CONTAIN THE NAME OF THE PROPOSING INDIVIDUAL OR FIRM AND BE MARKED AS FOLLOWS:

**SPECIAL MAGISTRATE: CODE ENFORCEMENT
RFQ #25Q01/LR
DUE DATE: OCTOBER 18, 2024 @ 3:30 P.M.**

**Electronic Bid filing is now available on DemandStar at www.Demandstar.com.
Electronic bidding is preferred; however hard copy bids will still be received.**

Individuals and/or firms interested in submitting a proposal may pick up or request a complete Request for Qualifications package from: Demandstar website (www.demandstar.com); or via email from Leslie.Rothering@titusville.com.

Professionals shall be a properly licensed attorney with ability to practice law in the State of Florida, with all education, license, and certifications as may be required by all Local, State of Florida and Federal agencies.

Professionals interested in submitting a response to this RFQ agree not to contact City Council Members, or any employee(s) or agent of the City, at any time during the solicitation period and selection process. All oral or written inquiries must be directed to Leslie Rothering, Purchasing & Contracting Administrator at 321-567-3973 or Leslie.Rothering@titusville.com. Any other contact with the owner will be considered inappropriate and subject your response to rejection.

Any proposal received without Proposal Signature Page and required forms may be considered incomplete and immediately disqualified. Any person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a proposal as proscribed by Section 287.133, F.S.

The City reserves the right to make any changes to this RFQ, or to reject any and all proposals, or parts of any and all proposal, or to accept any proposal or portion thereof deemed to be in the best interest of the City, or postpone or cancel this RFQ, at any time, or to re-solicit this RFQ, or to waive any irregularities in this RFQ or in the offers received as a result to this RFQ. The City also reserves the right to request clarification or information from any firm that submitted a proposal. The City is not liable for any expenses incurred by any firm as a result of being a respondent to this solicitation.

**SPECIAL MAGISTRATE: CODE ENFORCEMENT
RFQ #25Q01/LR
PROPOSAL SCHEDULE**

PROPOSAL SCHEDULE

The following anticipated timeline for completion of the Request for Proposal process and implementation has been established:

IDENTIFICATION DATE

September 26, 2024

RELEASE OF PROPOSAL

October 11, 2024 5:00 pm

DEADLINE FOR QUESTIONS

October 18, 2024 @ 3:30 pm

PROPOSAL DUE DATE

Date & Time TBD

EVALUATION COMMITTEE MEETING

Date & Time TBD

RECOMMENDATION TO COUNCIL

**SPECIAL MAGISTRATE: CODE ENFORCEMENT
RFQ #25Q01/LR
CHECKLIST**

Proposer's Checklist

The items indicated are required for submission with your proposal. Failure to submit any items indicated as required may result in the rejection of the proposal. Offers to provide required items after the date and time designated for the receipt of proposals will not be considered.

- One (1) original and one (1) copy of the proposal and one (1) electronic copy on a USB flash drive, or via Electronic Bid Filing through DemandStar
- Submittal in required Proposal Format
- Signed/Notarized Request for Qualifications – Page 1
- Complete Fee Proposal – Page 15
- Complete and notarized Public Entity Crimes – Page 18
- Completed and notarized Drug Free Workplace Certification – Page 21
- Completed Contractor Affidavit Regarding Scrutinized Company List – Page 22
- E-Verify Affidavit – Page 23
- Complete Reference Form – Page 24

**SPECIAL MAGISTRATE: CODE ENFORCEMENT
RFQ #25Q01/LR
INTRODUCTION AND SUBMITTAL INFORMATION**

Part I:

1. INTENT

In accordance with City Ordinance 01-2020, to supplement the code enforcement process and assist in resolution with the authority to impose fines and other non-criminal penalties, the City of Titusville is recruiting for two (2) part-time legal professional positions (as a primary and secondary) to perform as Special Magistrate to hear Code Enforcement issues on an as-needed basis.

(a) The City Council may appoint one (1) or more Special Magistrates to hear code enforcement cases. In addition to the primary Special Magistrate, the City Council may appoint alternate Special Magistrates to serve on an as needed basis in situations when the primary Special Magistrate has a conflict of any kind; is unavailable on account of illness, disability or death; or the city's case load temporarily requires an additional magistrate to handle cases in a timely manner. The city manager shall have the authority to decide when the use of an alternate Special Magistrate is appropriate and to make such designation.

(b) A Special Magistrate shall be an attorney in good standing for five (5) or more years with the Florida Bar and must demonstrate satisfactory knowledge of municipal law and the general procedures for enforcement of municipal codes. Special Magistrates shall serve for terms established by the City Council and shall be subject to removal, with or without cause, from their positions at any time during their term, by the City Council. Special Magistrates shall not be considered to be city employees, although they may receive compensation for their services and also may be reimbursed for such travel, mileage and per diem expenses as may be authorized.

(c) Appointment of a Special Magistrate shall be by Resolution and the Code Enforcement Board shall be deemed abolished upon the effective date of such appointment, subject to the future reinstatement and reassignment of cases to the board by the City Council. All cases pending before the Code Enforcement Board on the effective date of any such abolishment shall be transferred to the appointed Special Magistrate(s). Further, if a Special Magistrate(s) is established and thereafter abolished, all cases pending before the Special Magistrate(s) shall be reassigned to the Code Enforcement Board in accordance with the direction given by the City Council.

(d) The Special Magistrate shall hear cases on the second Monday of each month. Additionally, if the Code Inspector has reason to believe a violation presents a serious threat to the public health, safety and welfare, the Code Inspector with concurrence of the City Administrator, may immediately notify the Special Magistrate and request a hearing. At the conclusion of the hearing, the Special Magistrate shall issue findings of fact, based on evidence of record and conclusion of law and shall issue an order. The order may include a notice that it must be complied with by a specified date and that a fine may be imposed if the order is not complied with by said date. If the violation is not corrected by the time specified for correction by the Code Inspector, the case may be presented to the Enforcement Board or Special Magistrate even if the violation has been corrected prior to the rehearing, and the notice shall so state.

2. TERM OF SERVICE

The anticipated contract shall have a term of three (3) years with an option for two (2) additional one-year renewal options upon award and contract execution.

3. **PRE-PROPOSAL CONFERENCE:** N/A

4. **INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this proposal, contact Leslie Rothering, Purchasing & Contracting Administrator at phone # 321-567-3973, fax # 321-383-5628, or email: Leslie.Rothering@titusville.com. Such contact shall be for clarification purposes only. Material changes, if any, to the submittal requirements will be transmitted by written addendum. No interpretation of the meaning of the proposal, any corrections of any ambiguity, inconsistency, or error therein, will be made by any proposer orally. Every request for such interpretation must be in writing addressed to the attention of Leslie Rothering. The City shall not be bound by oral explanations or instructions given at any time during competitive process or afterward.

5. All requests for clarification must be received in writing no later than five (5) calendar days prior to the date for opening of the proposals. All such interpretations and supplemental instructions will be in the form of written addenda to the proposal. Only the interpretation or correction so given by the Purchasing and Contracting Department representative in writing shall be binding. Proposal documents may be downloaded from Demandstar website (www.demandstar.com); or from the Purchasing & Contracting Administration via email from Leslie.Rothering@titusville.com

6. **SUBMITTAL**

Respondent must submit three (3) typed and legible copies and one (1) unbound single-sided original of the RFQ response in a sealed envelope and/or box and must be received no later than **3:30p.m. EST October 18, 2024**. Each submittal envelope/box shall clearly identify the individual/firm somewhere on the outside space. The original copy of the response must be clearly labeled "ORIGINAL". The material should be in the same sequence or order as requested by the City and all information should be related directly to this RFQ. The City shall not be liable for any cost incident to the preparation and delivery of responses, materials, reproductions, presentation, copyright infringement, etc. Sealed proposal must be clearly marked as follows:

“RFQ #25-Q-01, Special Magistrate: Code Enforcement” and returned to:

City of Titusville – City Hall
Purchasing and Contracting Department
555 S. Washington Ave., 2nd fl.
Titusville, FL 32796

7. All proposals received on or before the due date and time will be opened on **October 18, 2024** at **3:30p.m.**, at which time only the name of Professionals submitting proposals will be read. No details or the contents shall be disclosed until notice of intent of award or thirty (30) days after opening of proposals, whichever comes first, in accordance with Sec. 287.057, Florida Statutes.

8. **QUALIFICATIONS:**

To be considered for the Special Magistrate position, individual (or firm) shall be (or represent) an attorney in good standing for five (5) or more years with Florida Bar and have satisfactory knowledge of Florida municipal law and the general procedures for enforcement of municipal codes. The Special Magistrate shall serve at the pleasure of the City Council, and shall not be deemed an employee of the City. Special Magistrate agrees to observe all pertinent laws in the exercise of his or her duties, including, but not limited to, the Sunshine Law, the Public Records Law, Ch. 112, F.S., relating to conflicts of interest, Ch. 162, F.S., relating to code enforcement procedures, and laws relating to the procedures for quasi-judicial hearings.

- A. Conflict of interest: List any clients you currently represent that could cause a conflict of interest with your responsibilities to the City. Describe how you would be willing to resolve these or any future conflicts of interest.
- B. Florida References: Provide prior verifiable experience preferably with State of Florida, public/governmental, or business entities. References that are no longer in business cannot be used. The City reserves the sole discretion to determine the validity of the submitted references.
****Please Note: **Proposals receiving negative references may be eliminated from further consideration.** Proposals will be evaluated on experience with municipalities of similar size and characteristics as Titusville. Preference will be placed on firms/individuals based out of the Central Florida area. Residency in City of Titusville is not required.*
- C. Affirmative Statement: A statement of assurance that the attorney/firm is not presently in violation of any statutes or regulatory rules that might have an impact on its operations; confirming no conflicts of interest either directly or indirectly with any party. Alternatively, should any potential conflict exist, the proposal should specify the party with which there might be a conflict, the nature of the potential conflict, and the means proposed to resolve the conflict. A statement of assurance that the attorney/firm is not presently in violation of any statutes or regulatory rules that might have an impact on its operations, including those of the Florida Bar Association, etc. and provide a summary of any litigation filed against the firm or key personnel in the past three (3) years related to similar type of service requested.
- D. Availability: Indicate current and anticipated workloads and availability for other activities. Identify the extent and nature of any anticipated outside support.

9. **SCOPE OF SERVICE**

The selected attorney/firm shall provide special magistrate/hearing officer services for the code enforcement function of the City. All interested persons should review the provisions of the City of Titusville Codes relating to code enforcement and the general provisions of the codes and ordinances for the City which are available on the City's web site. Attorney/Firm should be familiar and versed in other legal matters that a special magistrate and hearing officer may commonly encountered in a municipal government setting and could be assigned. The services are anticipated to commence on December 9, 2024.

- A. Hearings: At a minimum, a monthly docket of code enforcement cases would be heard by the Special Magistrate/Hearing Officer, although cases involving other issues could be assigned which may affect the need for additional hearing dates.
- B. Jurisdiction: Special Magistrate has jurisdiction to hear violations of all codes and ordinances of the City of Titusville with respect to residential and non-residential properties as assigned. The Special Magistrate shall have all status, powers, and duties pursuant to Florida Statutes, Chapter 162, as amended.
- C. Code Knowledge: Must possess experience and working knowledge of code enforcement, zoning and land use law, building and fire code regulations, administrative law, and law of evidence.
- D. Testimony: Special Magistrate shall take testimony and/or material evidence from any witness having knowledge concerning a hearing on a case. All testimony shall be under oath. Special Magistrate shall have the power to administer an oath to any witness.
- E. Special Magistrate must possess good writing and presentation skills. As soon as practical after conclusion of the hearing, the Special Magistrate shall issue findings of fact based on evidence of record, and conclusions of law, and shall issue an order affording the proper relief consistent with the powers granted within City code and consistent with Chapter 162 of the Florida Statutes no later than five (5) business days after the hearing.
- F. Special Magistrate shall not be considered to be a city employee.
- G. Records Maintenance: Required to maintain records in accordance with local, state, and federal "Public Records" retention requirements.

10. PAYMENT

The City shall pay compensation based on the hourly rate indicated under Fee Proposal. The City's has an established contracted hourly rate of \$175.00. The City may enter a negotiated contract with the selected candidate. A minimum hearing time base shall be two (2) hours, meaning the Special Magistrate may bill for two (2) hours of hearing time even if the hearing docket on a particular hearing date takes less time. There shall be no reimbursable and/or out-of-pocket expenses including but not limited to gas, photocopying, faxing, mailings, postage, etc. The above stated exclusions should be incorporated in the fee proposal.

11. INSPECTION & WORK PERFORMANCE

Failure to fully perform to the requirements specified herein in an effective and timely fashion will be unacceptable to the City of Titusville, upon notice from the City Manager or designee agrees to implement immediate corrective measures.

A. The City Manager has authority to point out to Special Magistrate/Hearing Officer of incomplete or defective work but does not have the authority to alter the terms or conditions of the agreement without written authority from the City of Titusville Purchasing & Contracting Administrator and agreed to in writing by Special Magistrate/Hearing Officer.

B. Special Magistrate/Hearing Officer shall ensure completed and satisfactory performance of all work in accordance with the specifications in the terms of the agreement.

12. HOLD HARMLESS AND INDEMNIFICATION

Indicate the ability to hold harmless, indemnify, and defend the City and all of its officers, agents, and employees from any claim for losses, costs, and expenses arising from liability claims from alleged negligence whether direct or indirect, or whether to any person or property to with the City or said parties may be subject, except that neither the Proposer nor any of its sub-professionals will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

13. INSURANCE:

The individual/firm shall procure, maintain, and provide proof of insurance certificates in accordance with the requirements outlined and contained herein. Proof of satisfactory insurance coverage shall be submitted no later than ten (10) days prior to the commencement of services and such coverage shall be maintained by the offeror for the duration of the contract period, for occurrence policies. Claims-made policies must be in force or that coverage purchased for three (3) years after contract execution date.

Describe liability insurance coverage carried, as well as workers' compensation, employee liability, and any other insurance carried. Indicate the ability to hold harmless, indemnify, and defend the City and all of its officers, agents, and employees from any claim for losses, costs, and expenses arising from liability claims resulting from liability claims resulting from alleged negligence.

*****NOTE: THE CITY RESERVES THE RIGHT TO CHANGE OR MODIFY LIMITS OF LIABILITY OR COVERAGE FOR PROJECTS OF AN UNUSUAL SIZE OR RISK.**

FEE PROPOSAL
Special Magistrate: Code Enforcement
Proposal #25Q01/LR

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained within the RFQ. I have read the RFQ and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I accept a contract if approved by the City and such acceptance covers all terms, conditions, and scope of work of this proposal. Preparation time is billable, but there shall be no reimbursable and/or out-of-pocket expenses including but not limited to gas, photocopying, faxing, mailings, postage, etc. The above stated exclusions should be incorporated in the fee proposal.

\$ _____ /HR

For satisfactory services rendered by Special Magistrate/Hearing Officer, City will pay for the work performed or portion thereof at the contract price stated above, provided that such services have been accepted by the City and properly invoiced.

PROPOSAL INFORMATION:

COMPANY NAME AND ADDRESS: _____ 	PHONE # _____ FAX # _____ E-MAIL: _____ FEIN # _____
AUTHORIZED SIGNATURE: _____ PRINTED SIGNATURE: _____ TITLE: _____ DATE SIGNED: _____	

Addendum Acknowledgment:

Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No: _____ Date Issued _____

Addendum No: _____ Date Issued _____

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL

PART II:

1. GUIDELINES FOR SUBMISSION OF REQUIRED INFORMATION

A. ELIGIBILITY

Submittals will be limited to the items listed below. Individuals and firms are advised to follow the guidelines and submit only the requested information. A page is one side of an 8 1/2" x 11" sheet (minimum font size is 11). To be eligible to qualify for this project, the following minimum requirements must be met:

- 1) Individual/Firm shall have the minimum qualifications as described in item 8: Qualifications, page 4.
- 2) The individual/firm must be licensed and/or registered to conduct business in the State of Florida and in good standing with the Florida Bar at the time of submittal.

B. PROPOSAL FORMAT

To maintain comparability and enhance the review process, it is required that proposal be organized in the manner specified below.

- 1) Title Page – Show the RFQ name, name of submitting individual/firm, address, telephone number, name of contact person (single point of contact for any future correspondence), signature of person authorized to bind the company, and date.
 - Include address and phone number of main office where this contract will be administered.
 - Year admitted to the Florida Bar and related history
- 2) Table of Content – Include a clear identification of the material by section and by page number.
- 3) Letter of Transmittal
 - Briefly state the Proposer's understanding of the work to be done and make a positive commitment to perform the various work activities in a timely manner and in the frequencies specified herein.
 - Give the name of the individual authorized to submit proposal and the names of the persons who will be authorized to make presentations for the Proposer, their titles, addresses, telephone numbers, and email contact. The City of Titusville reserves the right to approve or reject firm's staff assigned (*if applicable*) to this scope of work at any time.
 - State whether the firm is local, regional, or national.
- 4) Summary of Qualifications/Experience (in addition to minimum qualifications)
 - Provide qualifications and experience documenting experience showing knowledge of municipal law and the general procedures for enforcement of municipal codes. Provide details of a minimum 3/maximum 5 engagements on attached Reference Form (preferably within the state of Florida), with identical or similar scope of services described within RFQ herein. Provide for each engagement, case overview/summary, duration, Owner, and contact information.
 - Availability. Indicate current and anticipated workloads for other activities including % of availability to City of Titusville. Identify the extent and nature of any anticipated administrative or legal support.
- 5) Legal/Litigation History
 - Provide information regarding the case type and generic description with summary pertaining to local government, ordinances, or code violations, and resolution/judgement where applicable.
 - List all terminated cases or contracts providing reason for and date of termination, company/owner, and other pertinent details.
- 6) Methodology/Approach

- Provide a detailed proposal describing how individual/ firm intends to provide the services required herein identifying means and methods, assigned hearings, meetings, and timeline for each component of the work scope of services identified herein and overall duration.
 - A draft project schedule shall be submitted and should identify the amount of time required to complete the designated tasks regarding scope for work and hearing completion.
- 7) Fee Proposal/Compensation Schedule – Provide completed fee proposal form of hourly rate pricing for service outlined in the Scope of Service. (Note: your projected out-of-pocket expenses should be included within your proposed prices).
- 8) Required City-Provided Forms
 Signed/Notarized Request for Qualifications – Page 1
 Complete Fee Proposal – Page 15
 Complete and notarized Public Entity Crimes – Page 18
 Completed and notarized Drug Free Workplace Certification – Page 21
 Completed Contractor Affidavit Regarding Scrutinized Company List – Page 22
 E-Verify Affidavit – Page 23
 Complete Reference Form – Page 24

2. EVALUATION OF PROPOSALS

The City of Titusville reserves the right to award all or any part of the services described in the documents of this RFQ.

An evaluation committee will conduct evaluation of proposals. The “Evaluation Committee” shall review the proposal for references, responsiveness, and responsibility of submittals. The Evaluation Committee evaluates the submittals against the established evaluation criteria stated in the solicitation. The evaluations of the committee members will be compared and discussed to make a recommendation for Council action. Following their review of proposals received, oral presentations may be requested to the Evaluation Committee. The evaluations of the committee members will be discussed to determine the ranking of the individuals or firms (first, second, third).

A contract will be subsequently executed between the Special Magistrate(s) and the City setting forth the specific terms and conditions of the engagement as awarded by City Council.

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 _____ Bid/Bid for THE CITY OF TITUSVILLE.

2. This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification (FEIN) is _____.

3. My name is _____ (please print name of individual signing) and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, Bid, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

(1) A predecessor or successor of a person convicted of a public entity crime; or

(2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives,

partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

Date: _____

Notary Public Information

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, _____, by _____.
(year) (name of person acknowledging).

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Signature of Notary Public - State of Florida)

Personally Known _____ OR Produced Identification _____ Type of Identification
Produced _____

DRUG-FREE WORKPLACE CERTIFICATION

In case of tie bids, preference must be given to vendors submitting a certification with their bid/ Bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your bid.

In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph. (4) In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Contractor complies fully with the above requirements.

Vendor's Signature Title Date

Notary Public Information

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization,

this _____ day of _____, _____, by _____.
(year) (name of person acknowledging).

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Signature of Notary Public - State of Florida)

Personally Known _____ OR Produced Identification _____ Type of Identification
Produced _____

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Affiant, by virtue of the signature below, certifies that:

1. The Business address of _____ (name of bidder or contractor) is _____.
2. My relationship to _____ (name of bidder or contractor) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. _____ (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. _____ (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. _____ (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

Signature Printed Name Title Name of bidder or contractor

Notary Public Information

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, _____, by _____.
(year) (name of person acknowledging).

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Signature of Notary Public - State of Florida)

Personally Known _____ OR Produced Identification _____ Type of Identification
Produced _____

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.gov/e-verify](http://www.uscis.gov/e-verify)) and follow the instructions. The employer must, as usual, retain the 1-9 Forms for inspection.

By affixing your signature below, you hereby affirm that you will comply with E-Verify requirements.

Federal Employer Identification Number (FEIN): _____

Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
Name of Contractor		Date
Address of Contractor	State	Zip Code

Notary Public Information

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization,
this _____ day of _____, _____, by _____.
(year) (name of person acknowledging).

(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public - State of Florida)

Personally Known _____ OR Produced Identification _____ Type of Identification
Produced _____

REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.
Note: A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the City may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

1. Business/Organization (Name):	
Address:	
Contact Person (Name):	Telephone:
Fax and/or Email:	
Date of Service:	Contract Total:
Description of Service:	
2. Business/Organization (Name):	
Address:	
Contact Person (Name):	Telephone:
Fax and/or Email:	
Date of Service:	Contract Total:
Description of Service:	
3. Business/Organization (Name):	
Address:	
Contact Person (Name):	Telephone:
Fax and/or Email:	
Date of Service:	Contract Total:
Description of Service:	
4. Business/Organization (Name):	
Address:	
Contact Person (Name):	Telephone:
Fax and/or Email:	
Date of Service:	Contract Total:
Description of Service:	
5. Business/Organization (Name):	
Address:	
Contact Person (Name):	Telephone:
Fax and/or Email:	
Date of Service:	Contract Total:
Description of Service:	
Bidder Company Name (printed):	
Address:	
Authorized Signature Printed:	
Authorized Signature:	
Telephone #:	Email:

AGREEMENT FOR SPECIAL MAGISTRATE FOR CODE ENFORCEMENT

WHEREAS, the City of Titusville (City) made a Request for Qualifications (RFQ) for Special Magistrate for Code Enforcement, RFQ# 25-Q-01; and

WHEREAS, the City accepted the submittal of DHN Attorneys, P.A. (Firm or Contractor), with Don Nguyen acting as Primary Special Magistrate, and Ryan Fong as Secondary Special Magistrate, to fill in as needed; and

WHEREAS, the parties desire to enter into an agreement for Code Enforcement Special Magistrate services pursuant to the RFQ; and

NOW, THEREFORE, THE CITY AND FIRM AGREE AS FOLLOWS:

1. The City and Firm agree to all the terms and conditions as stated and contained in the RFQ #25-Q-01, and Firm's response submitted October 18, 2024, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the submittal of the Firm, and Florida law.

2. **Term.** This Agreement shall commence on the day that it is fully executed by the parties and shall have a term of three (3) years, with options for two (2) additional one-year renewals.

3. **Compensation.** The compensation for services is \$175.00 per hour for hearing time, preparation, research, and drafting orders, and as otherwise indicated in the Scope of Service and Firm submittal. Payment will be made for a minimum of two (2) hours for each code enforcement hearing conducted. There shall be no reimbursable and/or out-of-pocket expenses such as gas, photocopying, mailings, postage, etc. Special Magistrate shall have the assistance of the Senior Code Enforcement Specialist, or other City staff members, for mailing orders and other administrative assistance.

City agrees to pay Firm a fee based on a "Time Basis Method" for only the actual work required to perform the services authorized. Upon review and approval of Firm's invoice, City shall pay Firm within 30 days.

4. **Scope.** Any material changes in the scope of services must be authorized by the City in writing and signed by the parties.

Non-Assignment. The Special Magistrate shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City.

Independent Contractor. The Special Magistrate is an independent contractor. Neither Special Magistrate nor Special Magistrate's employees are employees of the City. The Special Magistrate is solely responsible for compliance with all labor and tax laws pertaining to Special Magistrate, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws.

Non-Appropriations. This Agreement will remain in full force and effect only as long as the expenditures provided for the Agreement have been appropriated by the City Council in the annual

budget for each fiscal year of the Agreement and is subject to termination without penalty if funding is not appropriated.

Governing Law. This Agreement shall be governed by the laws of the State of Florida and venue for any action pursuant to the Agreement Documents shall be in Brevard County, Florida. The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

5. **Termination.** This Agreement may be terminated by either party with or without cause upon 60 days' written notice to the other party.

6. **Public Records.** Records of the Contractor that are made or received in the course of performance of the Contractor's obligations under this Contract 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 THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Titusville City Clerk's Office, (321) 567-3682, wanda.wellstitusville.com, or at Titusville City Hall, 555 South Washington Avenue, Titusville, Florida 32796. (FS §119.0701)

7. This Agreement will become effective upon the complete execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below.

CITY OF TITUSVILLE

DHN Attorneys, P.A.

By: _____

By: _____

Andrew Connors, Mayor

Don Nguyen, Partner

Date: _____

Date: _____

Attest:

Wanda Wells, City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

BY: _____

Date: _____

Richard C. Broome, City Attorney

RESOLUTION NO. XX – 2024

**A RESOLUTION OF THE CITY OF TITUSVILLE, FLORIDA,
AMENDING RESOLUTION NO. 37-2020 BY APPOINTING A NEW
CODE ENFORCEMENT SPECIAL MAGISTRATE.**

WHEREAS, Chapter 162, Florida Statutes, authorizes a municipality to adopt a Special Magistrate to hold hearings and assess fines against the violators of the respective municipal codes and ordinances; and

WHEREAS, the City of Titusville passed and adopted Ordinance No. 01-2020 on January 28, 2020, providing for the appointment of one or more special magistrates who shall have the status and authority of a code enforcement board under Chapter 162, Florida Statutes; and

WHEREAS, duties of the Special Magistrate shall include, without limitation, authority to act in the place of and to exercise all powers of the Code Enforcement Board pursuant to the terms of the Ordinance and Chapter 162, Florida Statutes; and

WHEREAS, Special Magistrates must be members in good standing for five (5) or more years with the Florida Bar and must demonstrate satisfactory knowledge of municipal law and the general procedures for enforcement of municipal codes; and

WHEREAS, the City of Titusville desires to appoint a Special Magistrate to serve the City of Titusville; and

WHEREAS, on November 26, 2024, the City Council did select Don Nguyen, Esq. and the Firm of DHN Attorneys, P.A. to serve as Code Enforcement Special Magistrate and authorizes the execution of a Retainer Agreement consistent with the terms of RFQ #25-Q-01.

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

Section 1. The City Council hereby amends Resolution No. 37-2020 and appoints the Firm of DHN Attorneys, P.A. to perform the Code Enforcement Special Magistrate duties, with the authority to act in the place of and to exercise all powers of the Code Enforcement Board pursuant to the terms of Ordinance No. 01-2020 and Chapter 162, Florida Statutes.

Section 2. This Resolution shall become effective upon its adoption.

Section 3. The terms and conditions of Resolution No. 37-2020 shall remain in full force and effect except as modified above.

PASSED AND ADOPTED this _____ day of November, 2024.

Andrew Connors, Mayor

ATTEST:

Wanda Wells, City Clerk

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the City Council
From: Scott Larese, City Manager
Subject: **Florida Department of Environmental Protection (DEP)
Grant Awarded for Resilient Florida Planning**
Department/Office: Community Development

Recommended Action:

Authorize the City Manager to execute the task order #GEOWO03 in the amount of \$135,000 to Geosyntec to implement the grant agreement with the Florida Department of Environmental Protection (DEP) to conduct a Comprehensive Vulnerability Assessment and complete an Adaptation Plan.

Summary Explanation & Background:

The City of Titusville applied for the Resilient Florida Planning Grant in August of 2023. The City was awarded \$135,000 to complete the City of Titusville Comprehensive Vulnerability Assessment and Adaptation Plan Project to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), as well as develop an Adaptation Plan. The project will include public outreach and stakeholder engagement. The City will use a continuing contract with the firm Geosyntec to complete the task order.

The Resilient Florida Grant Program was developed to enhance efforts to protect Florida's inland waterways, coastlines and shores, which serve as invaluable natural defenses against sea level rise. This grant program enables recipients to pursue efforts to prepare communities for the impacts of sea level rise, intensified storms and flooding.

On September 10, 2024, the City Council accepted and authorized the Mayor to execute the grant agreement.

The grant award is for \$135,000 and does not require a match. The Resilient Florida Program will provide an opportunity for the City to expand upon the findings of Resilient Titusville, establish a VA in compliance with the Florida Statutes, and adopt adaptation planning strategies and efforts.

Alternatives:

Do not accept the change order.

Item Budgeted:

Yes, no budgetary changes.

Source/Use of Funds/Budget Book Page:

Use: Professional Services 001-1905-515.31-01 GF2402

Strategic Plan:

Goal 2 - Efficient & Effective Services

Goal 6 - Community Design

Strategic Plan Impact:

The grant agreement will help implement the City's Sustainability Action Plan and related growth management policies in the Comprehensive Plan.

ATTACHMENTS:

1. Geosyntec Proposal_Titusville VA_2024-11-11
2. GeoWO03

November 11, 2024

Mr. Brad Parrish, AICP
Community Development Director
City of Titusville, FL (City)
555 South Washington Avenue
Titusville, FL 32796

**Subject: Proposal to Provide Services related to FDEP Grant Agreement No. 24PLN13,
Comprehensive Vulnerability Assessment and Adaptation Plan
CONTRACT #CO21-Q-27 - Continuing Consulting Services: Stormwater**

Dear Brad:

Geosyntec Consultants, Inc. (Geosyntec) is pleased to submit this proposal to provide services on the above-referenced project. We look forward to the opportunity to continue to serve the City through this project.

BACKGROUND

The City executed a grant agreement with the Florida Department of Environmental Protection (FDEP) in August 2024 to complete a comprehensive vulnerability assessment (VA) and adaptation plan. The agreement expires on June 30, 2026. The City is currently executing an amended grant work plan with all deliverables due to FDEP by March 31, 2026.

SCOPE OF WORK

Our scope of work provided below is based on our experience working with FDEP Resilient Florida Program staff and preparing VAs, including compliance with recently enacted (July 2024) legislative changes. **Items identified by blue text are tasks that will be performed by Geosyntec as value added tasks in addition to the FDEP-prescribed tasks, within the allocated task budget.** A work plan (matrix) is provided after our scope of work narrative. This matrix identifies tasks, deliverable dates, and fee allocations. Our proposed FDEP deliverable dates differ from the task due dates identified in the grant work plan, but are within the overall time frame established by the grant agreement. For example, the grant work plan indicates a six-month period to submit the exposure analysis after the data collection task. We propose submittal of the exposure analysis within three months of completing data collection.

Inherent to each task is our continual coordination and project management with the City and FDEP, including facilitating FDEP review, submitting required progress reports, other grant-related documents, etc.

Task 1. Identify VA Data Standards

We will confirm with FDEP the data standards, including sea level rise scenarios and planning horizons needed to perform the VA in compliance with Section 380.093, Florida Statutes (FS).

Deliverable: 1.1: Memo identifying data standards and planning horizons for the VA.

Task 2. Kickoff Meetings with City and FDEP

Geosyntec will develop an overall project management plan, including internal and external deadlines per task. Geosyntec will conduct a kickoff meeting with the City to discuss the project scope, project goals, schedule, key milestones, and deliverables. Geosyntec will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. It is assumed that this meeting will be held in-person in Titusville. **A separate kickoff meeting will be conducted with FDEP to introduce the project team, facilitate communication, and review project timeline. This meeting is assumed to be online via Microsoft Teams.**

Deliverables:

2A: Kickoff Meeting with City:

- 2A.1: City kickoff meeting agenda with location, date, and time of meeting.
- 2A.2: City kickoff meeting sign-in sheets or attendance records with attendee names and affiliation.
- 2A.3: A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable.
- 2A.4: City kickoff meeting minutes that document all decisions and agreed upon outcomes of the meeting.
- 2A.5: Project management plan that identifies responsible consulting and City team members; deliverables; deadlines, etc.

2B: Kickoff Meeting with FDEP:

- 2B.1: Attend and prepare FDEP kickoff meeting summary.

Task 3. Public Outreach Meeting #1

With the City, Geosyntec will conduct a public outreach meeting to receive public input during the initial data collection stages, including factors to consider and critical assets important to the community. Geosyntec will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable. *The final format of this meeting will be determined with the City at the kickoff meeting. Options include conducting an in-person meeting, a hybrid meeting in which the meeting is conducted concurrently in person and online, or online only. Geosyntec will work with the City to provide mechanisms for public input via an online comment form on the City's website and through the online meeting platform (Zoom, WebEx or Teams). Geosyntec will also prepare a project flyer and work with the City to create a project-specific landing page on the City's maintained website.*

Deliverables:

- 3.1: Meeting agenda with location, date, and time of meeting.
- 3.2: Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff).
- 3.3: Presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics).
- 3.4: File or weblink of the video or audio recording from the meeting, if applicable.
- 3.5: Meeting summary, including attendee input and meeting outcomes.
- 3.6: Prepare project flyer and project landing page on City's website.

Task 4. Acquire Background Data

In conformance with the data standards and planning horizons established at Task 1, Geosyntec will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, FS.

Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata will incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, FS. GIS files and associated metadata will adhere to the Resilient Florida Program's GIS data standards, and raw data sources shall be

defined within the associated metadata. In the process of researching background data, Geosyntec will identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. Geosyntec will attempt to rectify any gaps of necessary data. It is noted that Geosyntec will rely upon data compiled from our recent August 2024 Stormwater Master Plan completed for the City.

Deliverables:

- 4.1: Obtain topographic and flood scenario-related data.
- 4.2: Acquire digital elevation model (DEM) LiDAR data.
- 4.3: Verify that GIS files and associated metadata adhere to GIS data standards.
- 4.4: Conduct a gap analysis of flood scenario-related data.
- 4.5: Prepare GIS data in FDEP-prescribed format. GIS files with appropriate metadata of the data compiled, including locations of critical assets owned or maintained either by the City as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, FS.
- 4.6: Technical report that outlines data compilation and gap analysis.
- 4.7: Summary report with recommendations to address data gaps and actions taken to rectify.

Task 5. FDEP Scoping Meeting and Exposure Analysis

Geosyntec will conduct a scoping meeting with FDEP to confirm our approach to the exposure and sensitivity analyses because FDEP adaptively manages these analyses which may result in different requirements than originally stated in FDEP guidance documents or the grant agreement. This meeting is assumed to be online via Microsoft Teams.

To support this task, a stormwater model will be constructed using ICPR to estimate depth of flooding. The model will focus on hydrology to estimate flood volumes from design storms. It will not include structural hydraulic connections. Information on the stormwater conveyance system, such as physical dimensions and invert elevations, is not available everywhere at this time which limits the ability to construct a detailed hydraulic model of the City's stormwater system. Therefore, stormwater modeling will be limited to simulating the hydrology of the area (does not include detailed hydraulic simulation of the stormwater system). Open and closed basins within the City's boundary that were delineated as part of the City's 2024 Stormwater Master Plan will be used as the basis of the model. A normal antecedent condition (AMC II) will be employed. Following this, simulations for the 100-year and 500-year 24-hour design storm events will be performed. These simulations will comprise the baseline scenario.

To simulate the impacts of rainfall-induced flooding of future scenarios (2050 and 2080), the stormwater model developed above will utilize research on expected future precipitation patterns by the USGS *Change factors to derive projected future precipitation depth-duration-frequency (DDF) curves at 242 National Oceanic and Atmospheric Administration (NOAA) Atlas 14 stations in Florida (ver. 2.0, May 2024)*. Change factors represent the calculated ratio of modeled future rainfall depths to historic rainfall depths for a given rainfall event and are applied to multiply the equivalent NOAA Atlas 14 precipitation frequency estimates to determine increasing or decreasing future rainfall. Change factors greater than 1.0 (one) represent future rainfall increase, and less than 1.0 (one) represent rainfall decrease for a given event. Our analysis will evaluate flooding due to precipitation pattern changes and its anticipated effect on increasing water table elevations, approximated by using wet-antecedent condition (AMC III) curve numbers, in both open and closed basins within the City boundary. Inundation maps will be prepared for each of the simulated scenarios (baseline, 2050 and 2080).

Information related to projected sea level rise (SLR) will be referenced from various sources including NASA's Interagency Sea Level Rise Tool (<https://sealevel.nasa.gov/task-force-scenario-tool>) considering the intermediate and intermediate-low SLR projections from the Trident Peir gauge at Port Canaveral. Information related to storm surge will be referenced from various sources including National Hurricane Center Storm Surge Risk Maps and FEMA flood insurance rate map data. Future land use changes (based on City planning projections) may also be considered in the hydrologic modeling, if considered significant.

Geosyntec will perform an exposure analysis to identify the depth of water caused by each SLR, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable. The scenarios and standards used for the exposure analysis shall be in conformance with Task 1 and Section 380.093, FS. GIS files and associated metadata will adhere to the Resilient Florida Program's GIS data standards, and raw data sources shall be defined within the associated metadata.

Deliverables:

5A: FDEP Scoping Meeting

5A.1: Conduct and summarize meeting with FDEP confirming approach for the exposure and sensitivity analyses.

5B: Exposure Analysis

5B.1: Draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario.

5B.2: GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 6. Sensitivity Analysis

Geosyntec will perform a sensitivity analysis to measure the impact of flooding on assets and apply the data from the exposure analysis to the inventory of critical assets created in Task 4. The sensitivity analysis will include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables:

6.1: An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards.

6.2: An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets will be prioritized by area or immediate need and identify which flood scenario(s) impacts each asset.

Task 7. Public Outreach Meeting #2

With the City, Geosyntec will conduct a second public outreach meeting to present the results of the analyses and receive input on recommended prioritized focus areas, assets, adaptation strategies, and projects. The purpose is to receive community-specific input on the results and proposed recommendations. Geosyntec will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable. *The final format of this meeting will be determined with the City. Options include conducting an in-person meeting, a hybrid meeting in which the meeting is conducted concurrently in person and online, or online only. Geosyntec will work with the City to provide*

mechanisms for public input via an online comment form on the City's website and through the online meeting platform (Zoom, WebEx or Teams).

Deliverables:

- 7.1: Meeting agenda with location, date, and time of meeting.
- 7.2: Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff).
- 7.3: Presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics).
- 7.4: File or weblink of the video or audio recording from the meeting, if applicable.
- 7.5: Meeting summary, including attendee input and meeting outcomes.

Task 8. Final VA Report, Maps, and Tables

Geosyntec will finalize the VA report pursuant to the requirements in Section 380.093, FS, and based upon public outreach efforts. The final VA will include all results from the exposure and sensitivity analyses, as well as a summary of identified risks, assigned focus areas, and recommended adaptation strategies and projects. It will contain a list of critical and regionally significant assets that are impacted by flooding and sea level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata will adhere to the Resilient Florida Program's GIS data standards, and raw data sources shall be defined within the associated metadata.

Deliverables:

- 8.1: Final VA report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in Section 380.093, FS.
- 8.2: Final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.
- 8.3: All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, including the geospatial data in an electronic file format and GIS metadata.
- 8.4: Signed VA Compliance Checklist Certification.
- 8.5: [FDEP Final Project Report Form \(3-page project summary\)](#).

Task 9. Public Presentation

Geosyntec will present the final VA results to the public and elected officials. The purpose of the presentation is to share the findings from the final VA report and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. Geosyntec will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable. *The final format of this presentation will be determined with the City. Options include conducting an in-person meeting, a hybrid meeting in which the meeting is conducted concurrently in person and online, or online only. Geosyntec will work with the City to provide mechanisms for public input via an online comment form on the City's website and through the online meeting platform (Zoom, WebEx or Teams).*

Deliverables:

- 9.1: Meeting agenda with location, date, and time of meeting.
- 9.2: Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff).
- 9.3: Presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics).
- 9.4: File or weblink of the video or audio recording from the meeting, if applicable.
- 9.5: Meeting summary, including attendee input and meeting outcomes.

Task 10. Local Mitigation Strategy

The results of the VA can be used to inform a local mitigation strategy (LMS) as required by the Florida Division of Emergency Management (FDEM). The LMS is developed at the county level and serves to reduce the risks associated with natural and man-made disasters, including sea level rise. Geosyntec will work with the Local Mitigation Strategy Working Group (LMSWG) to confirm the VA report aligns with the county LMS Plan and will be utilized during the planning process of future county LMS Plan updates.

Deliverables:

- 10.1: Work with Local Mitigation Strategy Working Group (LMSWG) to ensure the VA report aligns with the existing Brevard County LMS Plan and is utilized during the planning process of future county LMS Plan updates.

Task 11: Adaptation Plan

Geosyntec will prepare an adaptation plan that is consistent with the Florida Adaptation Planning Guidebook that includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies.

The plan will also include a prioritized list of projects for each asset class, a long list of impacted critical assets by category based on the degree of estimated inundation. This list will include a cursory ranking of projects based on criteria established in consultation with the City. The list will reflect project name, location, type of adaptation improvement to be considered (in general terms), and an initial cost projection for implementation. It is understood that due to the limited information available under this scope, that the improvement type and cost projection will be preliminary in nature and that additional refinement and conceptualization beyond this scope of work is necessary to develop additional information to support implementation actions.

Deliverables:

- 11.1: Final adaption plan/report that contains a prioritized list of projects for each asset class.

BUDGET ESTIMATE

Geosyntec proposes to provide the aforementioned services on a lump sum basis in accordance with the task fee allocations identified in the proposed work plan below, consistent with the executed grant agreement. Project efforts will be billed to the City on a lump sum task completion basis.

SCHEDULE

Geosyntec will begin work immediately upon receipt of a Notice to Proceed (NTP) in accordance with the schedule identified in the proposed work plan below. The schedule was prepared based on an anticipated NTP date of December 3, 2024.

PROPOSED WORK PLAN

Standard FDEP Task	Standard FDEP Deliverables	Schedule		Fee
		Draft to City for Review/Meeting	Final Deliverable to FDEP	
1. Identify VA Data Standards	1.1: Proposed data standards, including the sea level rise scenarios and planning horizons needed to perform the VA in compliance with s. 380.093, FS.	Proposed Data Standards: 12/17/24	1/3/25	\$0
2. Kickoff Meetings (City and FDEP)	Two separate kickoff meetings will be conducted: one with the City and one with FDEP. 2A: Kickoff meeting with City 2A.1: Kickoff meeting agenda. 2A.2: Meeting sign-in sheets. 2A.3: Presentation(s) and any distributed materials. 2A.4: Meeting minutes. 2A.5: Project Management Plan 2B: Kickoff meeting with FDEP 2.B1: Prepare meeting summary	City Kickoff Meeting Date: 1/7/25 FDEP Kickoff Meeting Date: 1/8/25	2/1/25	\$5,000
3. Public Outreach Meeting #1	3.1: Meeting agenda. 3.2: Meeting sign-in sheets. 3.3: Presentation, meeting materials, and public outreach materials. 3.4: File or weblink to meeting video or audio recording. 3.5: Meeting summary. 3.6: Prepare project flyer and project landing page on City’s website.	Meeting Date: 1/23/25 Live Project Webpage: 1/30/25	2/13/25	\$10,000
4. Acquire Background Data	4.1: Obtain topographic and flood scenario-related data. 4.2: Acquire digital elevation model (DEM) LiDAR data. 4.3: Verify that GIS files and associated metadata adhere to GIS data standards. 4.4: Conduct a gap analysis of flood scenario-related data.	Technical Data Report with Gap Analysis: 3/27/25	4/17/25	\$25,000

Standard FDEP Task	Standard FDEP Deliverables	Schedule		Fee
		Draft to City for Review/Meeting	Final Deliverable to FDEP	
	4.5: Prepare GIS data in FDEP-prescribed format. 4.6: Technical report that outlines data compilation and gap analysis. 4.7: Summary report with recommendations to address data gaps and actions taken to rectify.			
5. FDEP Scoping Meeting and Exposure Analysis	5A: FDEP Scoping Meeting 5A.1: Prepare and attend scoping meeting with FDEP (online); prepare summary. 5B: Exposure Analysis 5B.1: Draft VA report (exposure analysis). 5B.2: Prepare GIS data in FDEP-prescribed format.	FDEP Meeting Date: 4/22/25 Draft VA Report/Exposure Analysis: 6/20/25	7/11/25	\$17,500
6. Sensitivity Analysis	6.1: Update draft VA report with findings of exposure and sensitivity analyses. 6.2: An initial prioritized list of critical and regionally significant assets that are impacted by flooding.	Updated VA Report with Initial Prioritized List of Impacted Assets: 8/29/25	9/19/25	\$17,500
7. Public Outreach Meeting #2	7.1: Meeting agenda. 7.2: Meeting sign-in sheets. 7.3: Presentation, meeting materials, and public outreach materials. 7.4: File or weblink to meeting video or audio recording. 7.5: Meeting summary.	Meeting Date: 10/2/25	10/16/25	\$10,000
8. Final VA Report, Maps and Tables	8.1: Final VA report with results and conclusions. 8.2: Final list of prioritized critical and regionally significant assets that are impacted by flooding. 8.3: All electronic mapping data, including the geospatial data in an electronic file format and GIS metadata. 8.4: Signed Vulnerability Assessment Compliance Checklist Certification. 8.5: Exhibit F, Final Project Report Form (3-page project summary)	VA Report: 11/21/25	12/12/25	\$15,000

Standard FDEP Task	Standard FDEP Deliverables	Schedule		Fee
		Draft to City for Review/Meeting	Final Deliverable to FDEP	
9. Public Presentation	9.1: Meeting agenda. 9.2: Meeting sign-in sheets. 9.3: Presentation, meeting materials, and public outreach materials. 9.4: File or weblink to meeting video or audio recording. 9.5: Meeting summary.	Meeting Date: 1/15/26	1/29/26	\$10,000
10. Local Mitigation Strategy (LMS)	10.1: Work with Local Mitigation Strategy Working Group (LMSWG) to ensure the VA report aligns with the existing Brevard County LMS Plan and is utilized during the planning process of future county LMS Plan updates.	Letter to LMSWG: 2/12/26	3/19/26	\$12,500
11. Adaptation Plan	11.1: Final adaption plan/report that contains a prioritized list of projects for each asset class.	Adaptation Plan/Report: 2/12/26	3/19/26	\$12,500
TOTAL:				\$135,000

CLOSURE

We appreciate the opportunity to continue to assist the City. Should you have any questions or comments regarding this proposal, please do not hesitate to contact us at (407) 321-7030.

Sincerely,
Geosyntec Consultants, Inc.



Cathy Foerster, AICP
 Senior Planner / Project Manager
 cfoerster@geosyntec.com



Mark W. Ellard, PE, CFM, BC.WRE, ENV SP
 Senior Principal / Project Director
 mellard@geosyntec.com



**TASK ORDER FOR PROFESSIONAL ENGINEERING
CONTINUING CONSULTING
SERVICES AGREEMENT**

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

*City of Titusville
Purchasing & Contracting Division*

CONTRACT#: _____ **TASK ORDER#:** _____
CONSULTANT: _____ **PROJECT#:** _____
ADDRESS: _____ **PROJECT NAME:** _____

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 Tasks stated below are hereby incorporated and made a part of the Contract identified above and the terms and conditions of said Contract are incorporated herein and in full force and effect while executing the Task stipulated as follows:

A) TOTAL AMOUNT OF TASK AWARDED PRIOR TO THIS TASK ORDER	\$	_____
TOTAL AMOUNT FOR THIS TASK ORDER	\$	_____
TOTAL AMOUNT OF TASK AWARDED INCLUDING THIS TASK ORDER	\$	_____
B) TERM FOR THIS TASK ORDER		
COMPLETION DATE FOR THIS TASK ORDER:	MO.DAY	YR 2026

CONSULTANT:

CITY OF TITUSVILLE:

Date: _____

Daniel E. Diesel, Mayor

Date: _____

ATTEST:

Wanda F. Wells, City Clerk
Approved as to Content

Date: _____

Approved as to Form

Richard C. Broome, City Attorney

Date: _____

William S. Larese, City Manager

Date: _____

City of Titusville - Staff Reviews

Leslie A. Rothering, Purchasing & Contracting Administrator:
(Council Approval _____)

(Signature)

Date: _____

Department Director Name/Department

(Signature)

Date: _____

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the City Council
From: Scott Larese, City Manager
Subject: **Resolution No. 26-2024 Approving Temporary Closure of State Roads for Special Events - Titusville Christmas Parade, December 14, 2024**
Department/Office: Community Development

Recommended Action:

Approve Resolution No. 26-2024 road closure for South Washington Avenue, starting at the parking lot of 150 South Terrier Trail routing North and ending at Broad Street for 2024 Annual Christmas Parade, Saturday, December 14, 2024.

Summary Explanation & Background:

The Annual Christmas Parade will be Saturday, December 14, 2024 on South Washington Avenue, starting at the parking lot of 150 South Terrier Trail routing North and ending at Broad Street.

Alternatives:

Do not approve the resolution.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Special Event Application
2. Christmas Parade Route
3. Resolution No. 26- 2024 Christmas Parade

PBP24-4148
"CLASS B"

Received

NOV 04 2024

City of Titusville
Development Services



City of Titusville
P.O. Box 2806, (32781-2806)
555 S. Washington Avenue
Titusville, FL 32796
Phone: 321-567-3760, Fax: ~~321-267-3711~~
Email: specialevents@titusville.com -

CITY OF TITUSVILLE SPECIAL EVENT PERMIT APPLICATION

Special event permits are required for any occasion or event including but not limited to exhibitions, celebrations, festivals, shows and any event that is not a normal function of any location or on public owned property.

PLEASE SUBMIT A DETAILED SITE PLAN, SCHEDULE OF EVENTS AND TEMPORARY TRAFFIC CONTROL (TTC) WITH EACH APPLICATION IF REQUIRED. A LIFE SAFETY PLAN MUST BE SUBMITTED FOR CLASS A AND B EVENTS.

NOTE: Class A and B Permit applications must be submitted 60 days prior to the event. Class C Permit applications must be submitted 30 days prior to the event.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

Name of Event: Titusville Christmas Parade
Dates of Event: Saturday, December 14, 2024
Event Location: Starts at THS
Type of Event: Parade

(Examples: outside beer/alcohol, concessions, amplified entertainment, festival, concert, contest, competition, dance, cultural, arts/crafts, car show, parade, block party, wedding)

Describe the activities: Community Parade
Applicant's Name: Stuart Bodin Indian River Church
Contact Number: 786-877-8085 Email: Sbodin@ircumc.com

Is the event open to the public? Yes No
Will alcoholic beverages be served/sold by the applicant or vendors? Yes No
(If sold, State of Florida Department of Business and Professional Regulation Form ABT-6003 must be submitted.)
Is a non-profit organization sponsoring the Special Event? Yes No

Please indicate the number of each tent, ride, booths, and food concessions:

Amusement Rides:	Booths:	Food Concessions:	Fireworks Display:
Fair/Festival:	Carnival/Circus:	Outside Music:	Parade/Race: <input checked="" type="checkbox"/>

Mobile Food Venders (please list by name of vender)

Note: Food Concession, Food Truck and Firework Display require inspection from the Fire Marshall. Please call 321-567-3794 to schedule an inspection

Temporary Tent(s) (required for tents with sides): Size: _____

Temporary stage(s): Size: _____

Others:

If outside musical entertainment is to be part of the proposed activity, please describe the planned musical entertainment and amplification system to be used: _____

Length of time amusement/display/entertainment is to be operated:

Hours of Operation	From	To	# of Spectators
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday	11 Am	9 pm	+5000

City Services Requested: Water hook-up: _____ Location: _____

Garbage: _____ Police: Fire/EMS: _____

(For Police and Fire services, please submit Off-Duty Employment Form included in this package.)

Road closure for public, private roadways must submit a Temporary Traffic Control (TTC) Plan with the completed Special Event application.

For State Road Closure Form 850-040-65, State of Florida Department of Transportation Temporary Closing of State Permit must be submitted (included in the package)

Location to be closed: S. Washington Ave

Time of closure: From: _____ To: _____

**CITY OF TITUSVILLE
STREET CLOSING**

Day, date, and time of closing: 3:00 A.M. P.M.
 Day, date, and time of opening: 9:00 A.M. P.M.

Street name and direction:

Detour (if any): _____

Department/Agency doing the work:

NOTIFY THE FOLLOWING DEPARTMENTS/AGENCIES BY FAX:

Brevard County Fire/Emergency Services	321-633-2057
Brevard County School Board Transportation	321-264-3055
Brevard County Sheriff's Office	321-264-5067
Space Coast Area Transit (SCAT bus)	321-633-1905
Titusville Building Department	321-267-3711
Titusville Fire Department	321-383-5703
Titusville Police Department	321-264-7832
Titusville Public Works	321-383-5705
Titusville Solid Waste Recycling Division	321-383-5759
Titusville Water Resources Department	321-383-5653
United States Post Office	321-267-3596
Jim Thomas (Channel 99)	321-383-6704
Florida Today (Road Watch)	321-242-6620

TEMPORARY CLOSING OF STATE ROAD PERMIT

Date: 11-4-2024

Permit No. _____

Governmental Entity

Approving Local Government _____	Contact Person _____
Address _____	
Telephone _____	Email _____

Organization Requesting Special Event

Name of Organization <u>Indian River Church</u>	Contact Person <u>Kelley McKeester</u>
Address <u>1355 Cheney Hwy Titusville Fl. 32780</u>	
Telephone <u>34-267-7922</u>	Email <u>kmclester@ircumc.com</u>

Event Title <u>Christmas Parade</u>	Date of Event <u>12-14-24</u>
Start Time <u>6pm</u>	End Time <u>9pm</u>
Event Route (attach map) _____	
Detour Route (attach map) _____	

Description of Special Event

Christmas Parade

Law Enforcement Agency Responsible for Traffic Control

Name of Agency _____

US Coast Guard Approval for Controlling Movable Bridge

Not Applicable <input type="checkbox"/>
Copy of USCG Approval Letter Attached <input type="checkbox"/>
Bridge Location _____

The Permittee will assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise of this event.

The Permittee shall be responsible to maintain the portion of the state road it occupies for the duration of this event, free of litter and providing a safe environment to the public.

Signatures of Authorization

Event Coordinator <u>[Signature]</u>	Signature <u>Kelley McKeester</u>	Date <u>11/4/24</u>
Law Enforcement Name/Title _____	Signature _____	Date _____
Government Official Name/Title _____	Signature _____	Date _____

FDOT Special Conditions

FDOT Authorization

Name/Title _____	Signature _____	Date _____
------------------	-----------------	------------

**TITUSVILLE POLICE DEPARTMENT
OFF-DUTY EMPLOYMENT FORM**

Date: _____

BUSINESS OR ORGANIZATION: _____

CURRENT BILLING ADDRESS: _____ **P.O. #** _____

PRINCIPAL BUSINESS OR ACTIVITY AT THIS ADDRESS: _____

BUSINESS OR ORGANIZATION PHONE # _____ **FAX #** _____

ADDRESS/LOCATION OF EVENT: _____

CONTACT PERSON'S NAME: _____ **DATE OF BIRTH:** _____

E-MAIL ADDRESS: _____

CONTACT PERSON'S ADDRESS: _____

CONTACT PERSON'S PHONE: **DAY #** _____ **NIGHT #** _____

Will alcohol be present? Yes No **Estimated number of persons expected:** _____

Will a police vehicle be required? Yes No **Will traffic control be required?** Yes No

Employers will be required to hire off-duty police officers for a minimum of four (4) hours.

DATE(S) REQUESTED	HOURS REQUESTED (4 HOUR MINIMUM)	NUMBER OF OFFICERS NEEDED	TOTAL HOURS	OFFICER RATE \$55.00 HOLIDAY RATE \$70.00 *service fee	Estimated Amount to be billed
				\$55.00	
				\$55.00	
				\$55.00	
				\$55.00	
				\$55.00	
				\$55.00	

****Payments must be made via credit card or ACH in the RollKall Portal.****

*Plus convenience fee based upon selected payment method - 7% Credit Card or 5% for ACH

*If ongoing security, duration of contract: _____, 20__ thru _____, 20__.

Use the space provided to give details of the EVENT or details of the SERVICES REQUIRED:

PRIVATE EMPLOYER: _____ **SIGNATURE** _____ **TITLE** _____ **DATE** _____

APPROVED BY: _____ **SIGNATURE** _____ **TITLE** _____ **DATE** _____



TITUSVILLE FIRE DEPARTMENT

Event – Final Bill for Services

Mission: Proactively serving the needs of our community through education, prevention, training, and response.

EVENT NAME:

PERMIT NUMBER:

DATE/TIME:

DESCRIPTION	HOURS	RATE PER HOUR	AMOUNT
FIRE PREVENTION PERSONNEL (min. 3 hrs.)			
After-Hours Fire Prevention Inspection		X \$40.00	
Fire Inspector Stand-By		X \$40.00	
FIRE SUPPRESSION PERSONNEL (min. 3 hrs.)			
Firefighter Stand-By		X \$40.00	
EMS PERSONNEL STAND-BY (min 3 hrs.)			
EMT/Paramedic Stand-By		X \$40.00	
FIRE DEPARTMENT VEHICLE STAND-BY			
Engine Stand-by (3 personnel)		X \$140.00	
Truck Stand-by (3 personnel)		X \$121.00	
Squad/Rescue Stand-by (2 personnel)		X \$41.18	
SERV Stand-by (2 personnel)		X \$3.75	
Fireboat Stand-by (3 personnel)		X \$65.00	
ADMINISTRATIVE FEE			\$75.00
ESTIMATED TOTAL			

I understand that the above is the final bill for services rendered by Titusville Fire Department. I understand that payment of the final billing amount must be paid within 30 days of the date of the billing invoice and I further agree to all terms and conditions as set forth.

<p style="text-align: center;">Signature</p>	<p>Make all checks payable to: City of Titusville Mail To: Titusville Fire Department Attn: Dani Melancon 550 S. Washington Ave. Titusville, FL 32796</p>	<p style="text-align: center;">Date</p>
-----------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------

Payment is due within 30 days
 If you have any questions concerning this invoice, contact Titusville Fire Prevention at (321) 567-3800.

Revised 2/2024

VISION: To be a dynamic Fire Department at the forefront of innovation and public service.



TITUSVILLE FIRE DEPARTMENT

550 SOUTH WASHINGTON AVENUE
TITUSVILLE, FLORIDA 32796-3584
Telephone: (321) 567-3800 Fax: (321) 383-5703



Mission: Proactively serving the needs of our community through education, prevention, training, and response.

GENERAL REQUIREMENTS FOR ALL FOOD VENDORS

Due to DBPR regulations and the F.A.C. 61C-4.016, all cooking and food preparations shall be conducted under cover. This list is consisting of the six main check points; however, it is your responsibility to follow all cooking requirements from the F.A.C. 61C-4.016 and State of Florida currently adopted edition of the Florida Fire Prevention Code.

- 1) There shall be a minimum clearance of 10 ft between all buildings, building overhangs, structures, vehicles, and any combustible materials.
- 2) All gas cylinders shall be properly restrained to avoid being displaced.
- 3) There shall be a min. of 1 **Florida Certified*** Fire Extinguisher with each food vendor: Min. 2A:10BC
- 4) There shall be a **Florida Certified*** Class K Fire Extinguisher for all cooking operations that produce grease laden vapors.
- 5) If cooking is to occur under a tent/canopy, the tent shall be of an approved flame-resistant material that is compliant with the currently adopted edition of NFPA 701 standards. **The label shall be permanently affixed to the tent showing the fire-resistant treatment or rating approval.** If not cooking under a tent/canopy, the cooking operation shall be conducted a minimum 10 feet away (see #1).
- 6) All fixed cooking equipment that is protected by a fixed fire suppression system shall be inspected by a licensed fire suppression company every **6 months**.
- 7) A COPY OF YOUR HOOD REPORT, FIRE EXTINGUISHER TAG, STATE LICENSE, TRAINING CERTS. SHALL BE EMAILED PRIOR TO THE EVENT (if applicable). See email below.

FYI – ALL FOOD TRUCKS, TRAILERS AND TENTS SHALL BE INSPECTED ON THE DAY OF THE EVENT THAT YOU ARE PARTAKING IN. YOU SHALL ARRIVE TO THE EVENT AND BE SETTING UP NO LESS THAN 1.5 HOURS PRIOR TO THE STARTING TIME OF THE EVENT.

PLEASE BE AWARE Fire extinguishers purchased from a hardware store do not come certified by a licensed State of Florida fire extinguisher company; therefore, you will need to contact a local licensed fire extinguisher contractor for this service. **ALL Fire Extinguishers shall be certified annually.**

NON-COMPLIANCE WITH ANY OF THE ABOVE WILL BE CAUSE FOR THE TITUSVILLE FIRE DEPT. TO IMMEDIATELY STOP ALL OPERATIONS UNTIL FULL COMPLIANCE IS MET OR BUSINESS WILL BE TOLD TO LEAVE THE EVENT.

I have read and will comply with the requirements listed above.


<i>Event Name</i>		<i>Event Date</i>	<i>Company Name</i>
<i>Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>
<i>Contact Phone Number</i>		<i>Email address</i>	
<i>Print</i>		<i>Sign and Date</i>	

If you have any questions, please contact the Office of the Fire Marshal at 321-567-3800 prior to the day of the event. EMAIL FORMS TO FIREMARSHAL@TITUSVILLE.COM

INDEMNIFICATION AGREEMENT

The undersigned acknowledges that the City of Titusville has issued a permit authorizing the use of City property or public right-of-way under certain terms and conditions. Based upon the issuance of said permit, the undersigned hereby agrees to indemnify and hold harmless the City of Titusville, its officers, agents, servants and employees against any and all claims caused by or that may arise out of the undersigned, its invitees, employees, guests or representatives utilizing or using City property or public right-of-way. The undersigned agrees to indemnify the City and its agents against all claims, demands, judgments, expenses, attorney's fees, including appellate fees and costs, fines, penalties or other claims that may arise out of the utilization of said property by the undersigned, the City, and its agents or employees issuing this Special Event Permit. In addition, the undersigned agrees to provide to the City a Certificate of General Liability Insurance naming the City as an additional insured to cover any and all damages that may arise out of the issuance of said Special Event Permit.

Dated this 4 day of Nov, 2024.

Signature of Applicant: 

Witness/Signed in the presence of: _____

Witness/Signed in the presence of: _____

The City of Titusville acknowledges Receipt of this Indemnification Agreement

By: _____

Special Event Coordinator Use Only

Application Received Date: _____

Application Approved Date: _____

Approved by: _____ Title: _____

Comments/Requirements: -

Permit Required Permit Not Required

Class A Class B Class C



**CITY OF TITUSVILLE
CHRISTMAS PARADE
12/14/24**

BROAD STREET

**S. TERRIER TRAIL
AND S. WASHINGTON
AVENUE**

NOTES
**PARADE ROUTE BEGINS
AT S. TERRIER TRAIL
AND S. WASHINGTON
AVENUE, THEN NORTH
ON S. WASHINGTON
AVENUE AND PARADE
ROUTE ENDS AT BROAD
STREET, THESE ARE THE
BLUE ARROWS**

**PARADE
ROUTE**

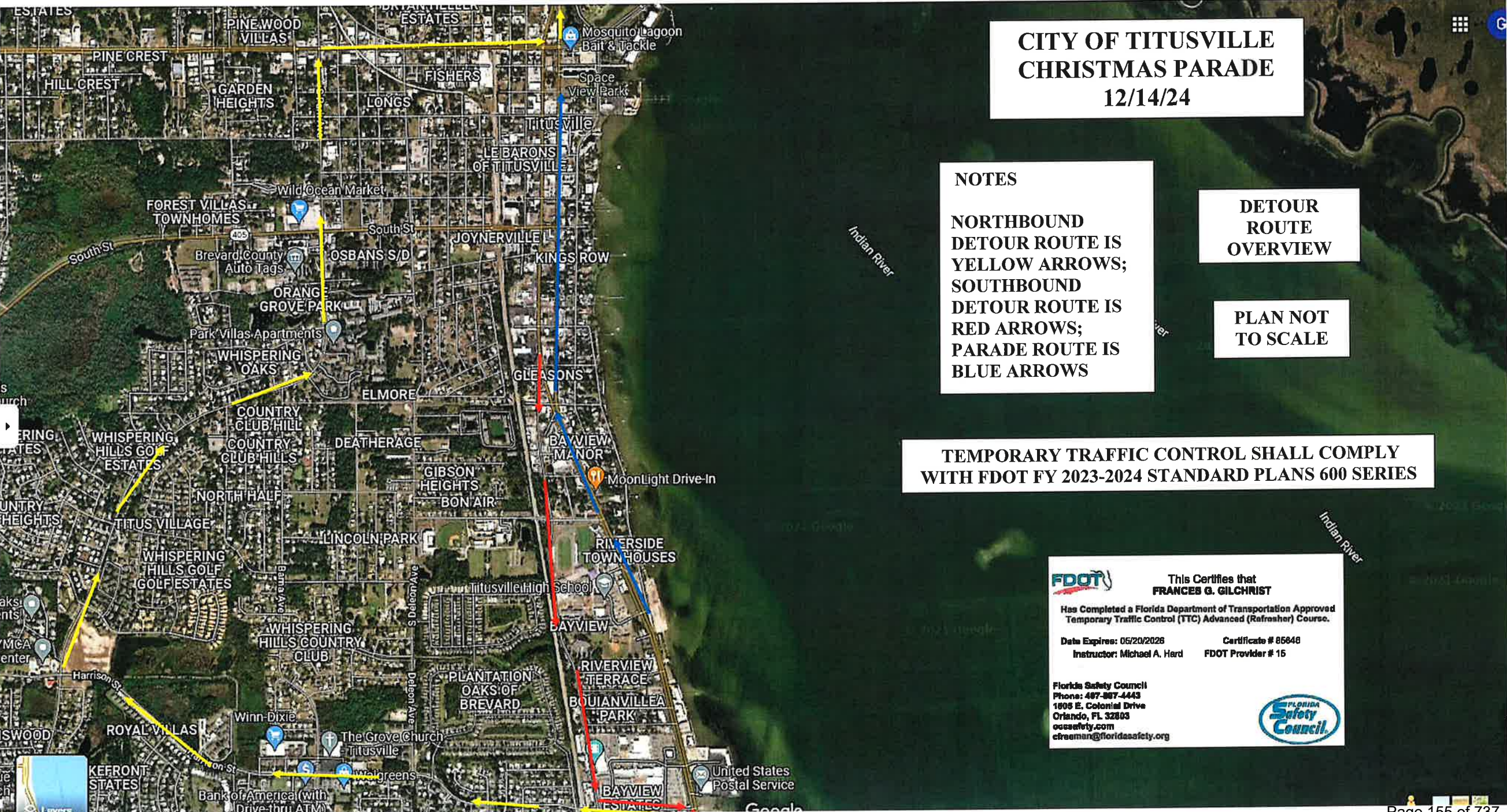
**PLAN NOT
TO SCALE**

**TEMPORARY TRAFFIC CONTROL SHALL COMPLY
WITH FDOT FY 2023-2024 STANDARD PLANS 600 SERIES**

FDOT This Certifies that **FRANCES G. GILCHRIST**
Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Advanced (Refresher) Course.
Date Expires: 06/20/2026 Certificate # 85648
Instructor: Michael A. Hard FDOT Provider # 15

Florida Safety Council
Phone: 407-897-4443
1605 E. Colonial Drive
Orlando, FL 32803
occsafety.com
cfreeman@floridasafety.org





**CITY OF TITUSVILLE
 CHRISTMAS PARADE
 12/14/24**

NOTES
 NORTHBOUND
 DETOUR ROUTE IS
 YELLOW ARROWS;
 SOUTHBOUND
 DETOUR ROUTE IS
 RED ARROWS;
 PARADE ROUTE IS
 BLUE ARROWS

**DETOUR
 ROUTE
 OVERVIEW**

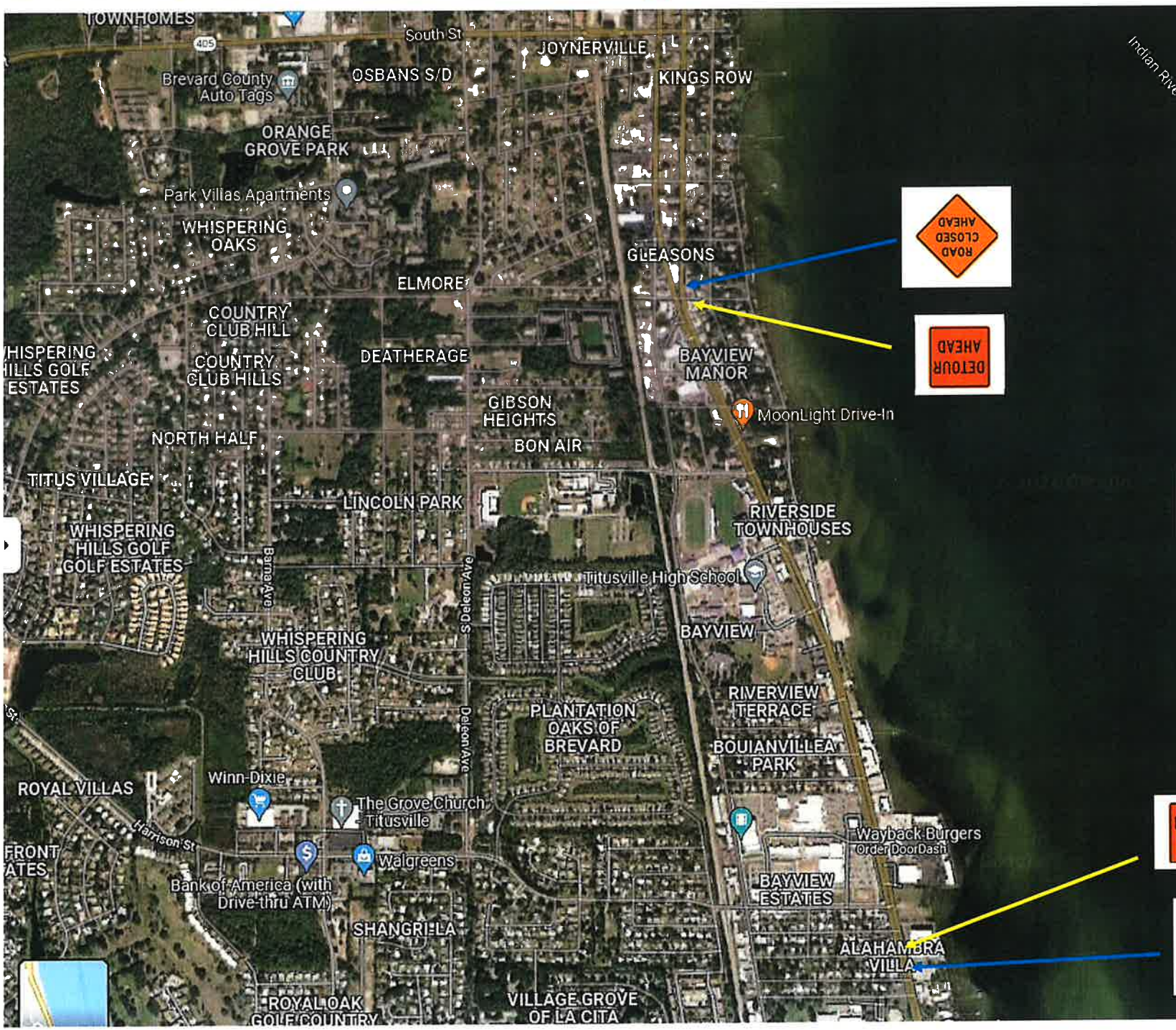
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 Date Expires: 05/20/2026 Certificate # 85648
 Instructor: Michael A. Hard FDOT Provider # 15

Florida Safety Council
 Phone: 407-867-4443
 1805 E. Colonial Drive
 Orlando, FL 32803
 ocsafety.com
 ctreaman@floridasafety.org





CITY OF TITUSVILLE CHRISTMAS PARADE 12/14/24

NOTES

ROAD CLOSED AHEAD SIGNS (W20-3) – BLUE ARROWS

DETOUR AHEAD SIGNS (W20-2A) – YELLOW ARROWS

PLAN NOT TO SCALE

DETOUR SIGNAGE

TEMPORARY TRAFFIC CONTROL SHALL COMPLY WITH FDOT FY 2023-2024 STANDARD PLANS 600 SERIES



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Phone: 407-697-4443
1605 E. Colonial Drive
Orlando, FL 32803
occsafety.com
citraeman@floridasafety.org

**CITY OF TITUSVILLE
CHRISTMAS PARADE
12/14/24**

**PLAN NOT
TO SCALE**

NOTES
**DETOUR ROUTE US1
NORTHBOUND
CLOSURE AT
HARRISON STREET,
WEST ON HARRISON
STREET, THEN
NORTH ON S. PARK
AVENUE. DETOUR
ROUTE CONTINUED
ON NORTHBOUND
DETOUR ROUTE
SHEET TWO**

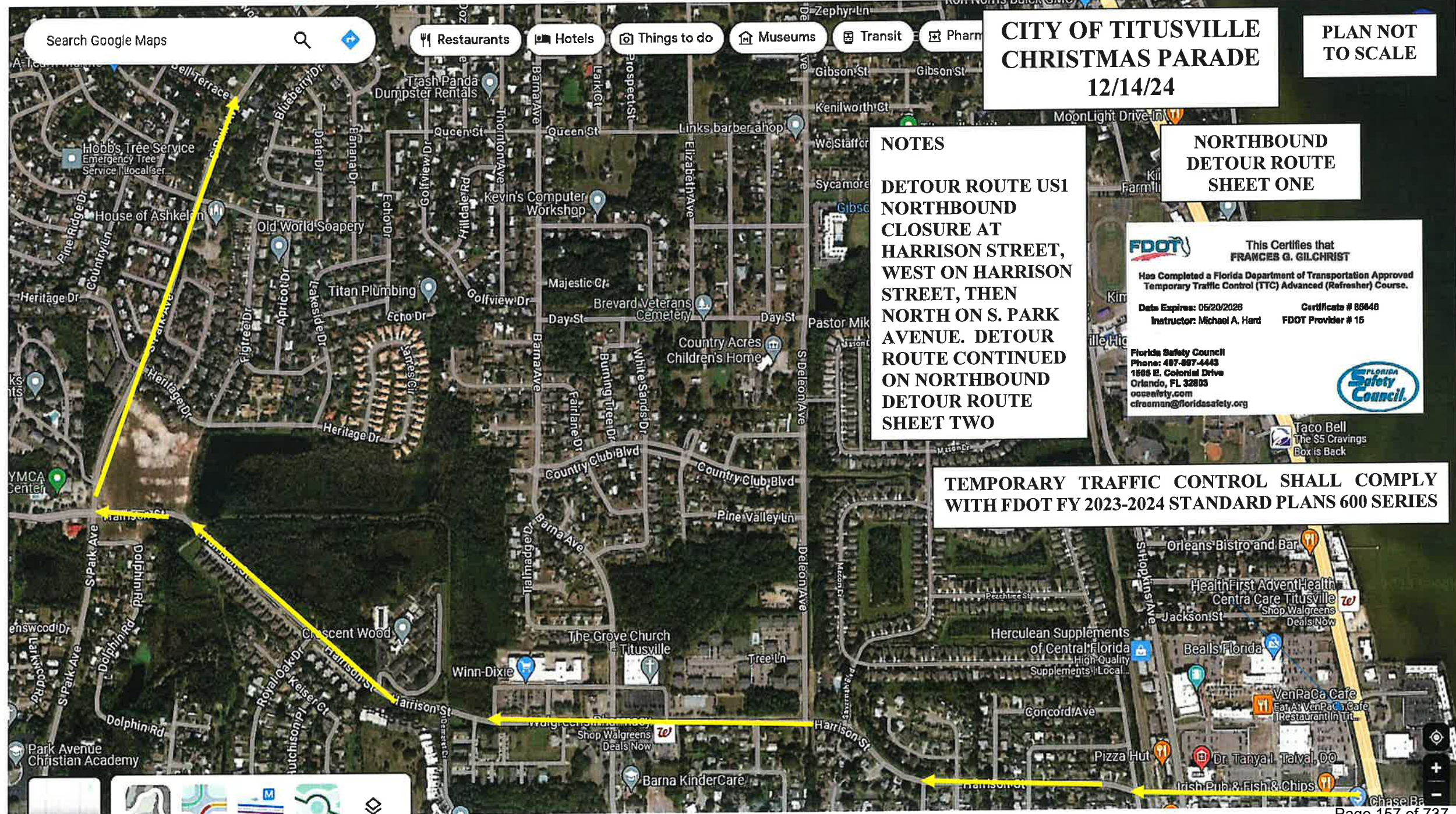
**NORTHBOUND
DETOUR ROUTE
SHEET ONE**

FDOT This Certifies that **FRANCIS G. GILCHRIST**
Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Advanced (Refresher) Course.
Date Expires: 06/20/2028 Certificate # 85648
Instructor: Michael A. Hard FDOT Provider # 15

Florida Safety Council
Phone: 407-897-4443
1805 E. Colonial Drive
Orlando, FL 32803
osceafly.com
cframan@floridasafety.org



**TEMPORARY TRAFFIC CONTROL SHALL COMPLY
WITH FDOT FY 2023-2024 STANDARD PLANS 600 SERIES**

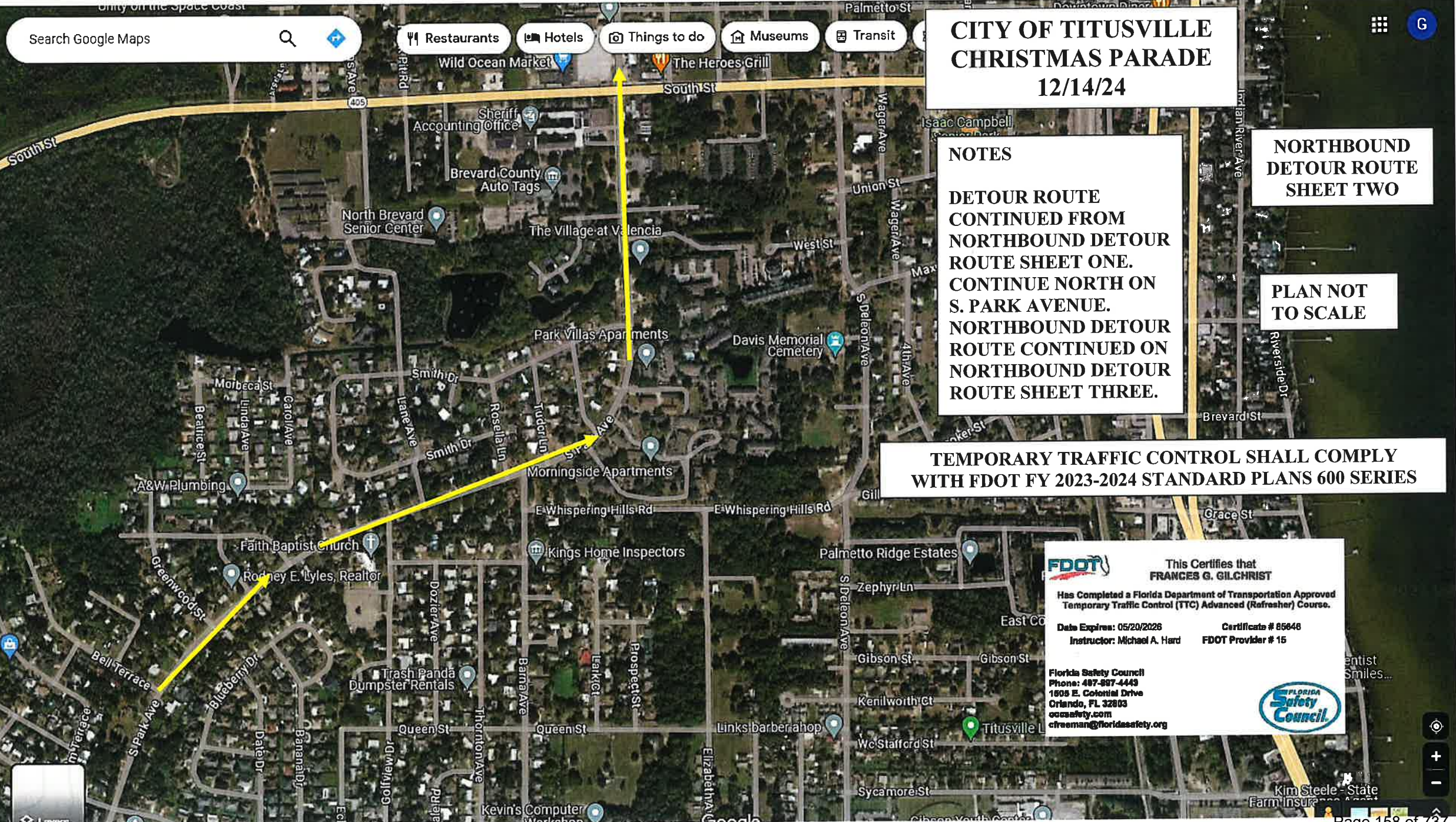


Taco Bell
The \$5 Cravings
Box is Back

Orleans Bistro and Bar
HealthFirst AdventHealth
Centra Care Titusville
Shop Walgreens
Deals Now

Bealls Florida
VenPaCa Cafe
Eat At VenPaCa Cafe
Restaurant in LLC

Pizza Hut
Dr. Tanya I. Talwal, MD
Irish Pub & Fish & Chips



CITY OF TITUSVILLE CHRISTMAS PARADE 12/14/24

NOTES
DETOUR ROUTE
CONTINUED FROM
NORTHBOUND DETOUR
ROUTE SHEET ONE.
CONTINUE NORTH ON
S. PARK AVENUE.
NORTHBOUND DETOUR
ROUTE CONTINUED ON
NORTHBOUND DETOUR
ROUTE SHEET THREE.

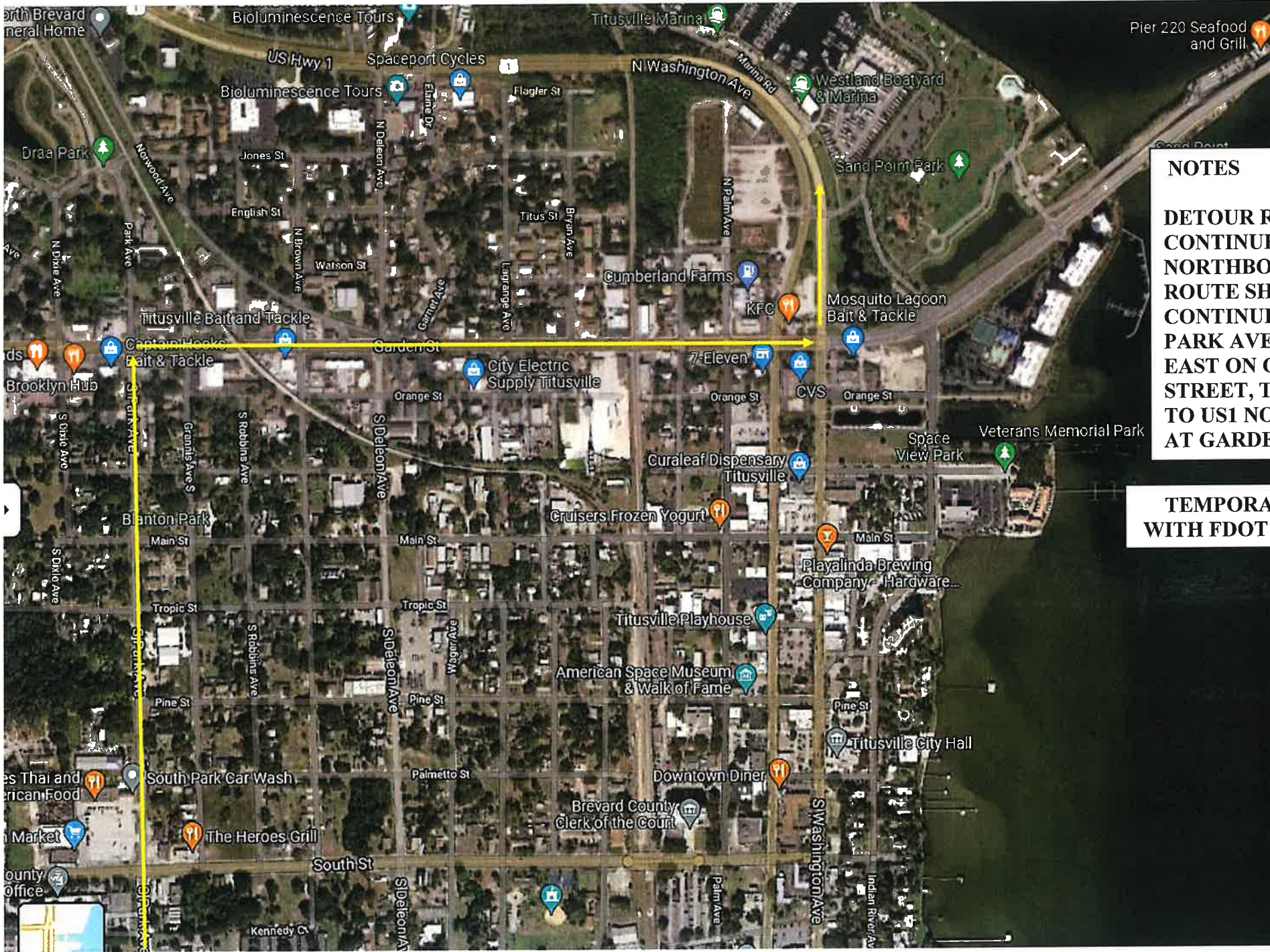
**NORTHBOUND
DETOUR ROUTE
SHEET TWO**

**PLAN NOT
TO SCALE**

**TEMPORARY TRAFFIC CONTROL SHALL COMPLY
WITH FDOT FY 2023-2024 STANDARD PLANS 600 SERIES**

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Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Advanced (Refresher) Course.
Date Expires: 05/20/2026 Certificate # 86648
Instructor: Michael A. Hard FDOT Provider # 15

Florida Safety Council
Phone: 407-897-4443
1608 E. Colonial Drive
Orlando, FL 32803
occsafety.com
cfreeman@floridasafety.org



CITY OF TITUSVILLE CHRISTMAS PARADE 12/14/24

NOTES

DETOUR ROUTE CONTINUED FROM NORTHBOUND DETOUR ROUTE SHEET TWO. CONTINUE NORTH ON S. PARK AVENUE, THEN EAST ON GARDEN STREET, THEN RETURN TO US1 NORTHBOUND AT GARDEN STREET

**NORTHBOUND
DETOUR ROUTE
SHEET THREE**

**PLANS NOT
TO SCALE**

TEMPORARY TRAFFIC CONTROL SHALL COMPLY WITH FDOT FY 2023-2024 STANDARD PLANS 600 SERIES

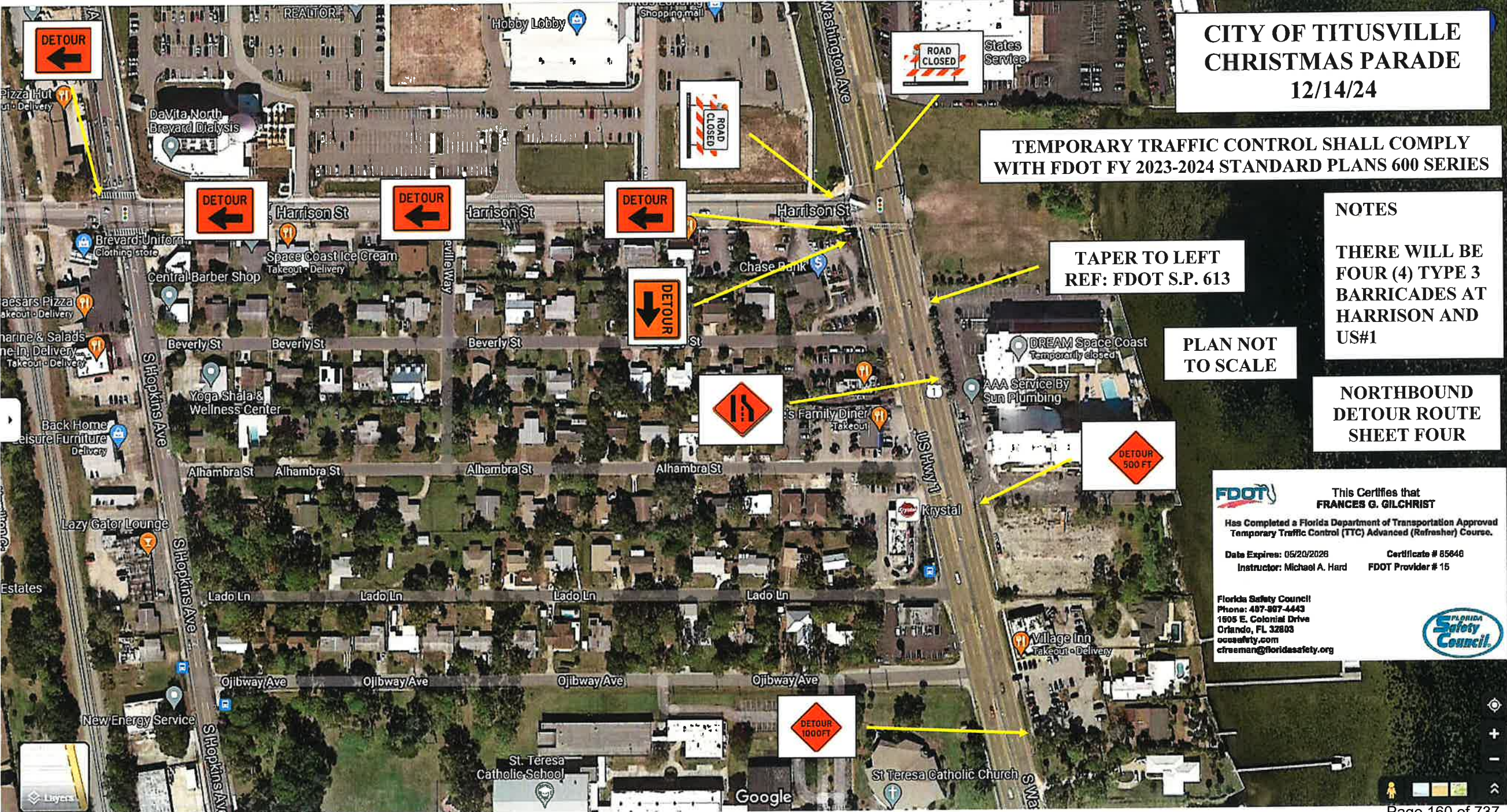
FDOT This Certifies that **FRANCES G. GILCHRIST**

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced (Refresher) Course.

Date Expires: 06/20/2026 Certificate # 85648
Instructor: Michael A. Hard FDOT Provider # 15

Florida Safety Council
Phone: 407-987-4443
1605 E. Colonial Drive
Orlando, FL 32803
ocsafety.com
cfreeman@floridasafety.org





**CITY OF TITUSVILLE
CHRISTMAS PARADE
12/14/24**

**TEMPORARY TRAFFIC CONTROL SHALL COMPLY
WITH FDOT FY 2023-2024 STANDARD PLANS 600 SERIES**

NOTES

THERE WILL BE
FOUR (4) TYPE 3
BARRICADES AT
HARRISON AND
US#1

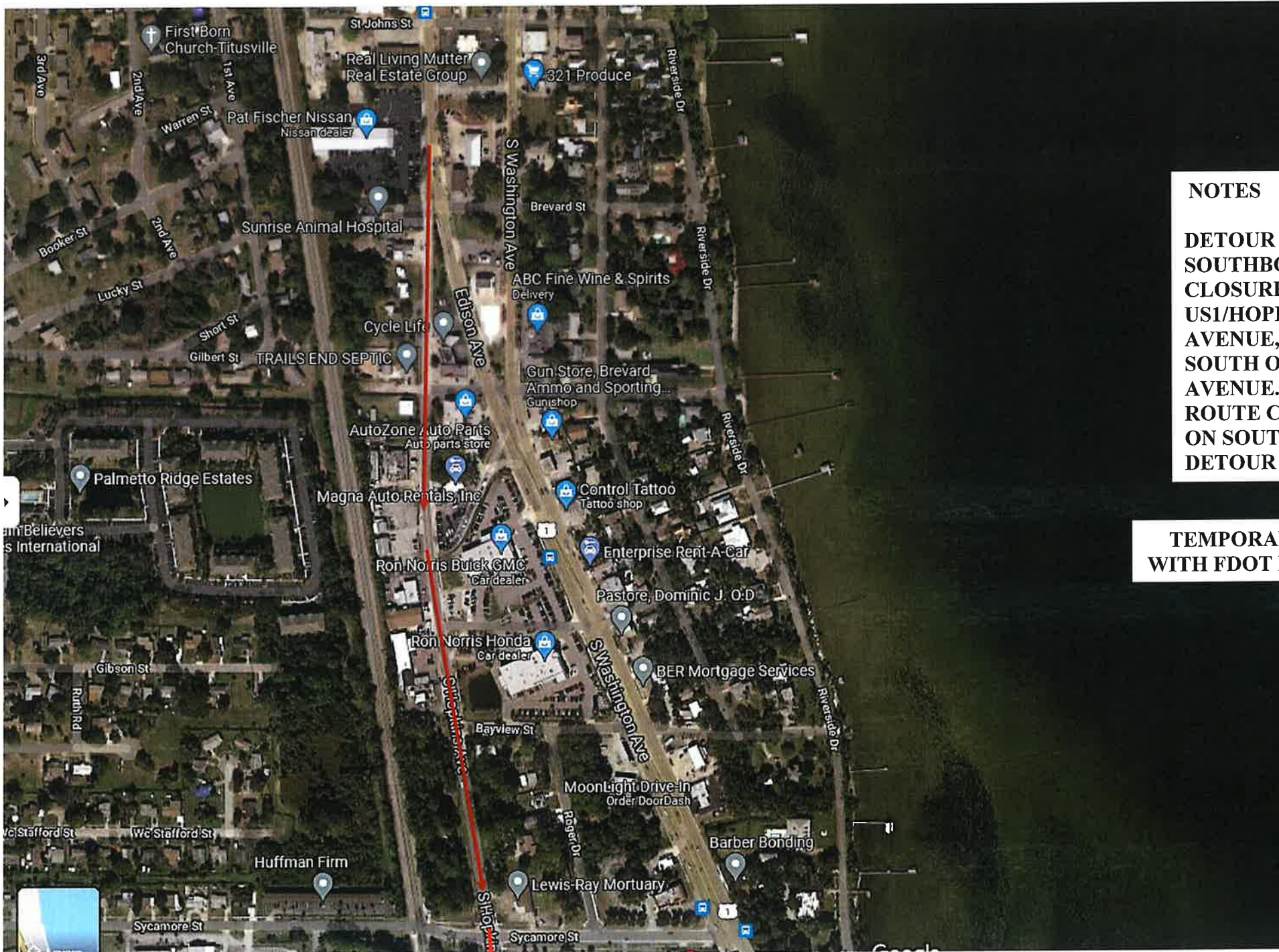
**TAPER TO LEFT
REF: FDOT S.P. 613**

**PLAN NOT
TO SCALE**

**NORTHBOUND
DETOUR ROUTE
SHEET FOUR**

FDOT
This Certifies that
FRANCES G. GILCHRIST
Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Advanced (Refresher) Course.
Date Expires: 06/20/2028 Certificate # 85646
Instructor: Michael A. Hard FDOT Provider # 15

Florida Safety Council
Phone: 407-987-4443
1505 E. Colonial Drive
Orlando, FL 32803
occsafety.com
cfrsman@floridasafety.org



**CITY OF TITUSVILLE
CHRISTMAS PARADE
12/14/24**

NOTES
**DETOUR ROUTE US1
SOUTHBOUND
CLOSURE AT
US1/HOPKINS
AVENUE, THEN
SOUTH ON HOPKINS
AVENUE. DETOUR
ROUTE CONTINUED
ON SOUTHBOUND
DETOUR SHEET TWO**

**SOUTHBOUND
DETOUR ROUTE
SHEET ONE**

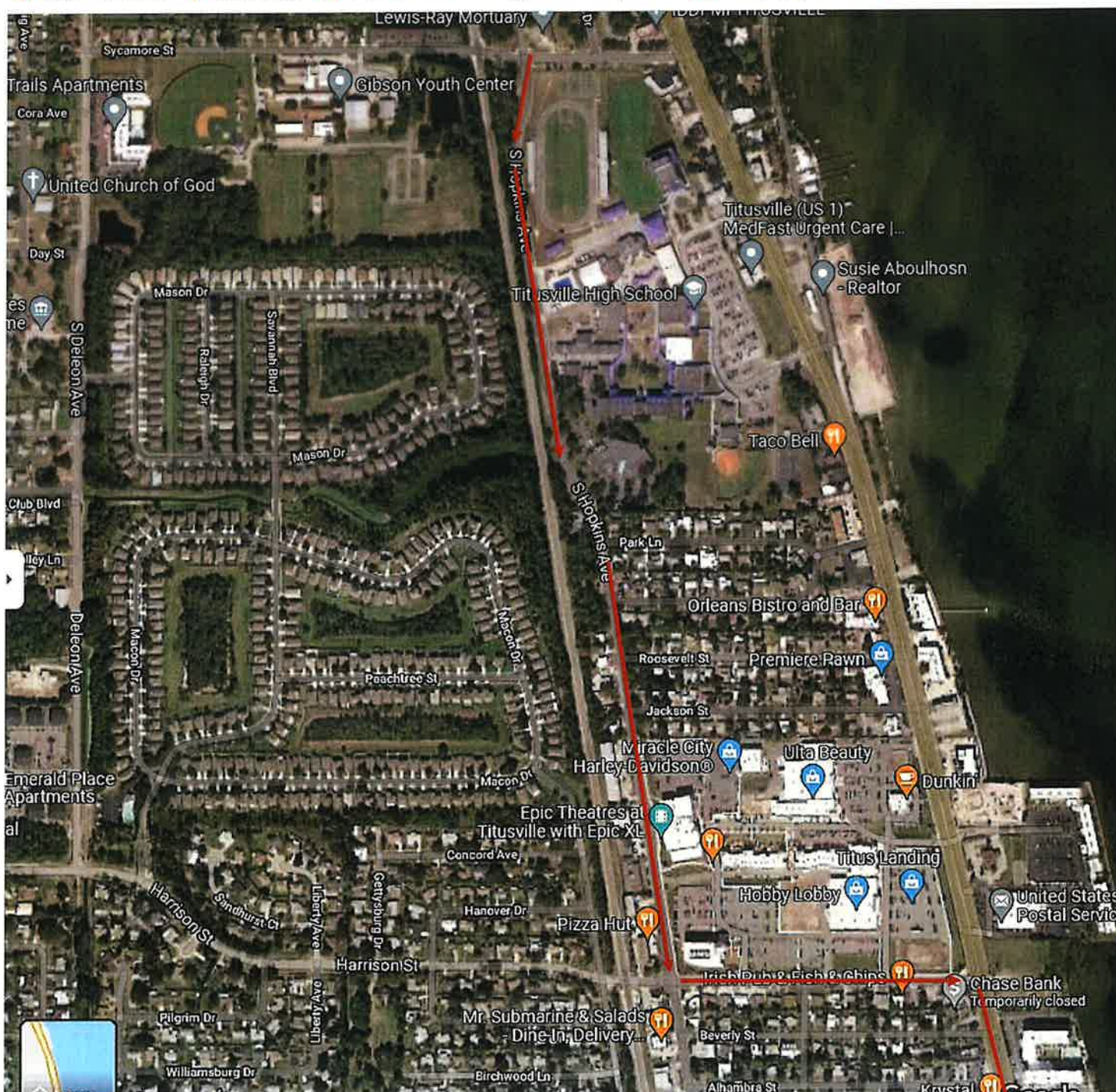
**PLANS NOT
TO SCALE**

**TEMPORARY TRAFFIC CONTROL SHALL COMPLY
WITH FDOT FY 2023-2024 STANDARD PLANS 600 SERIES**

FDOT This Certifies that **FRANCES G. GILCHRIST**
 Has Completed a Florida Department of Transportation Approved
 Temporary Traffic Control (TTC) Advanced (Refresher) Course.
 Date Expires: 06/20/2026 Certificate # 85046
 Instructor: Michael A. Hard FDOT Provider # 15

Florida Safety Council
 Phone: 407-697-4443
 1805 E. Colonial Drive
 Orlando, FL 32803
 ocsafety.com
 cfreeman@floridasafety.org





**CITY OF TITUSVILLE
CHRISTMAS PARADE
12/14/24**

NOTES
**DETOUR ROUTE
CONTINUED FROM
SOUTHBOUND
DETOUR ROUTE
SHEET ONE.
CONTINUE SOUTH ON
HOPKINS AVENUE,
THEN EAST ON
HARRISON STREET,
THEN RETURN TO
US1 AT HARRISON
STREET/US1**

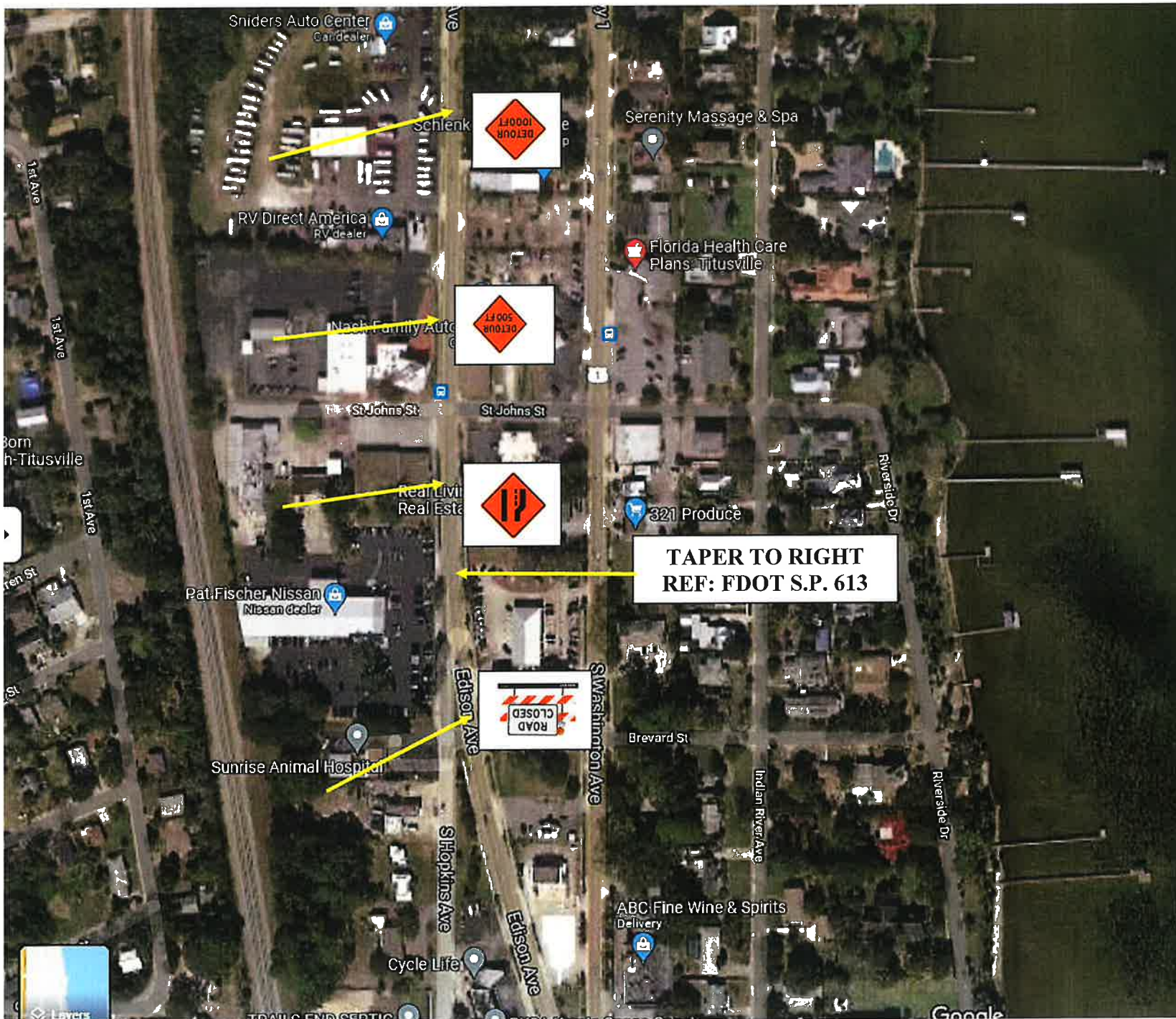
**SOUTHBOUND
DETOUR ROUTE
SHEET TWO**

**PLAN NOT
TO SCALE**

**TEMPORARY TRAFFIC CONTROL SHALL COMPLY
WITH FDOT FY 2023-2024 STANDARD PLANS 600 SERIES**

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Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Advanced (Refresher) Course.
Date Expires: 05/20/2026 Certificate # 85946
Instructor: Michael A. Hard FDOT Provider # 15

Florida Safety Council
Phone: 407-907-4443
1805 E. Colonial Drive
Orlando, FL 32803
occsafety.com
cfrsman@floridasafety.org



CITY OF TITUSVILLE CHRISTMAS PARADE 12/14/24

NOTES
THERE WILL BE
FOUR (4) TYPE 3
BARRICADES AT
HOPKINS AND
US#1

**SOUTHBOUND
DETOUR ROUTE
SHEET THREE**

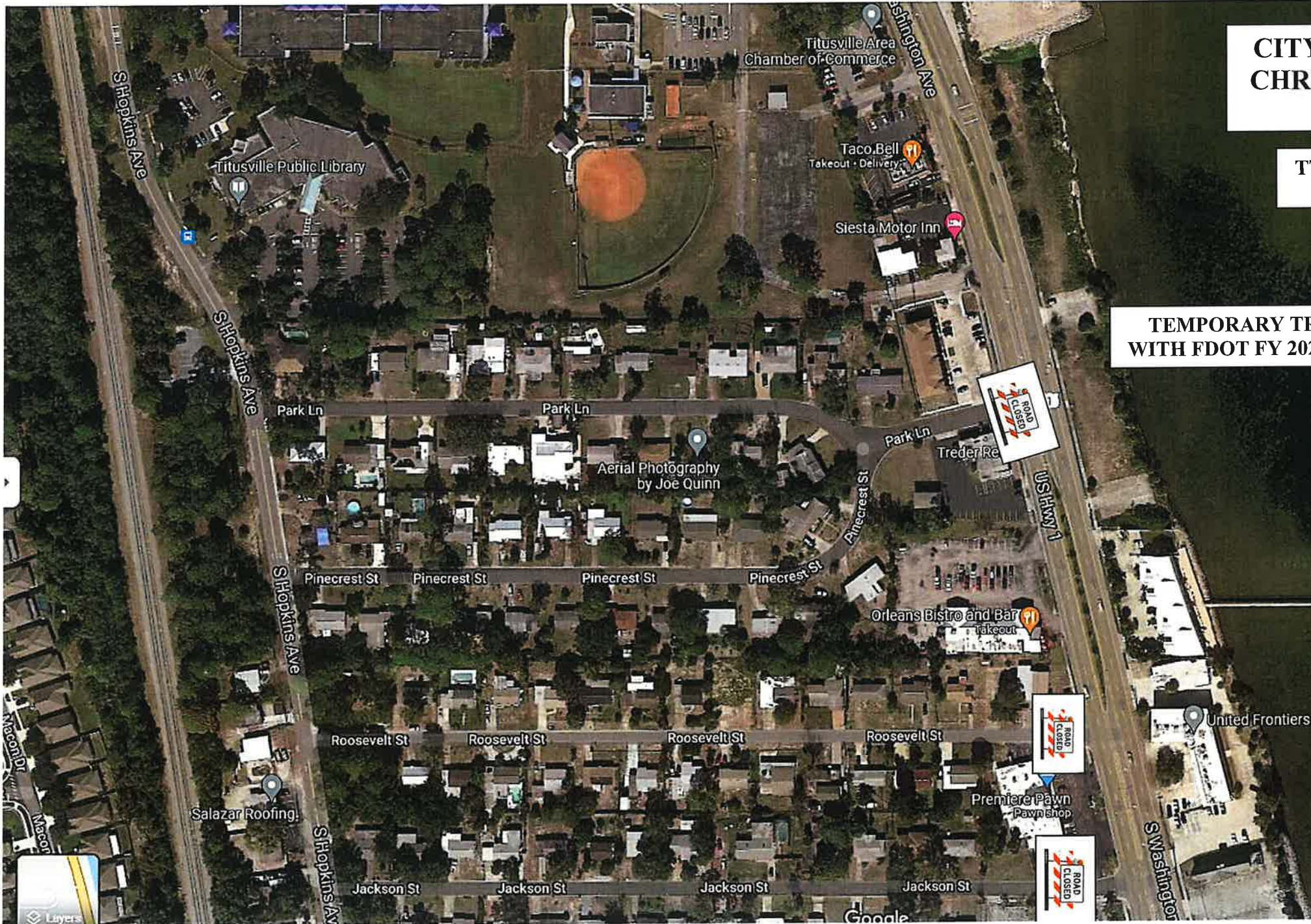
**PLAN NOT
TO SCALE**

**TEMPORARY TRAFFIC CONTROL SHALL COMPLY
WITH FDOT FY 2023-2024 STANDARD PLANS 600 SERIES**

**TAPER TO RIGHT
REF: FDOT S.P. 613**

FDOT This Certifies that
FRANCES G. GILCHRIST
Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Advanced (Refresher) Course.
Date Expires: 06/20/2026 Certificate # 85648
Instructor: Michael A. Hard FDOT Provider # 15

Florida Safety Council
Phone: 407-997-4443
1605 E. Colonial Drive
Orlando, FL 32803
occsafety.com
cfreeman@floridasafety.org



**CITY OF TITUSVILLE
CHRISTMAS PARADE
12/14/24**

**TTC NORTHBOUND
PAGE ONE**

**PLAN NOT
TO SCALE**


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- Restaurants
- Hotels
- Attractions
- Transit
- Parking
- Pharmacies
- ATMs

**CITY OF TITUSVILLE
CHRISTMAS PARADE
12/14/24**

**TTC NORTHBOUND
PAGE TWO**

**PLAN NOT
TO SCALE**

**TEMPORARY TRAFFIC CONTROL SHALL COMPLY
WITH FDOT FY 2023-2024 STANDARD PLANS 600 SERIES**




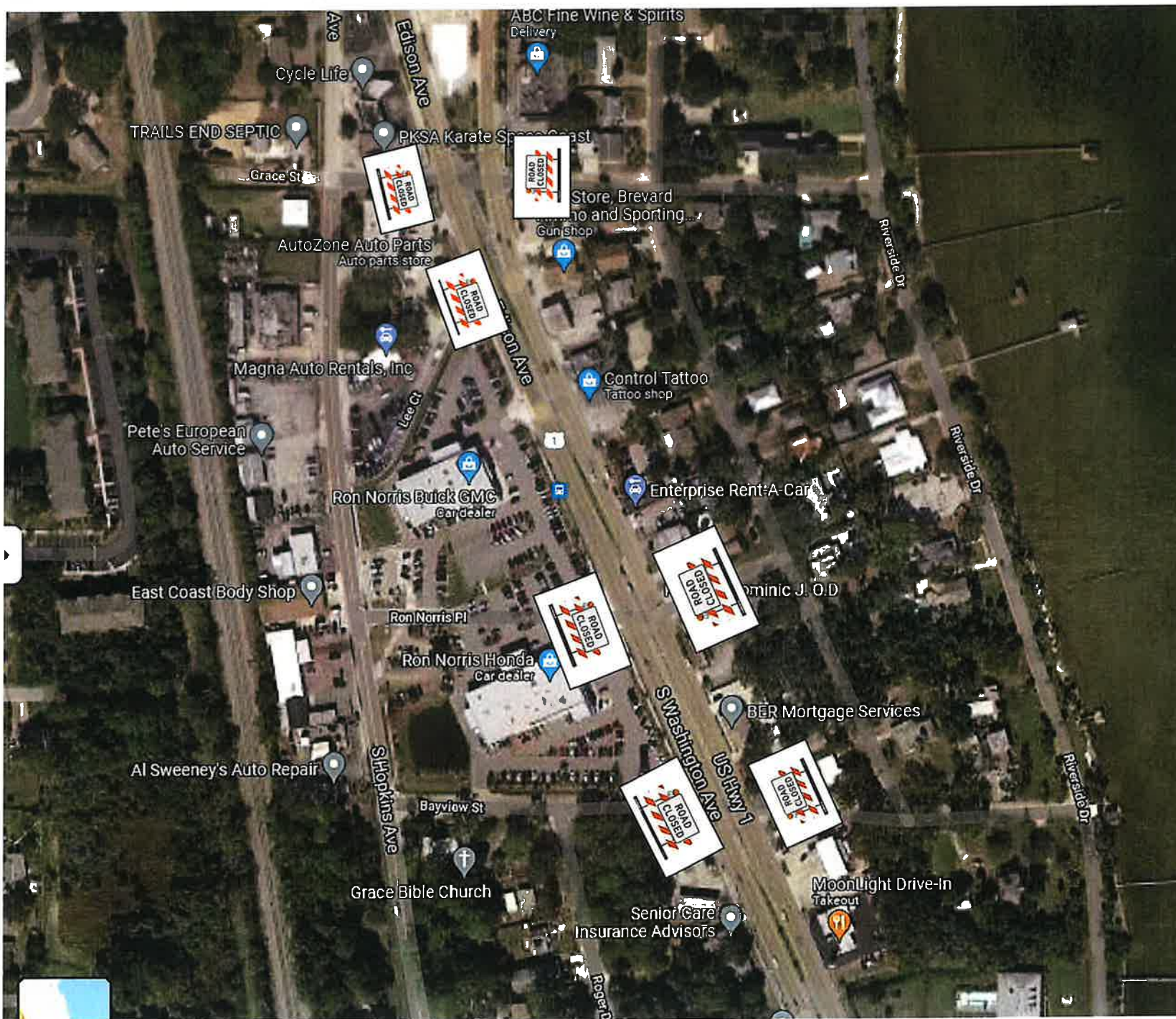
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**CITY OF TITUSVILLE
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12/14/24**

**TTC NORTHBOUND
PAGE THREE**

**PLAN NOT
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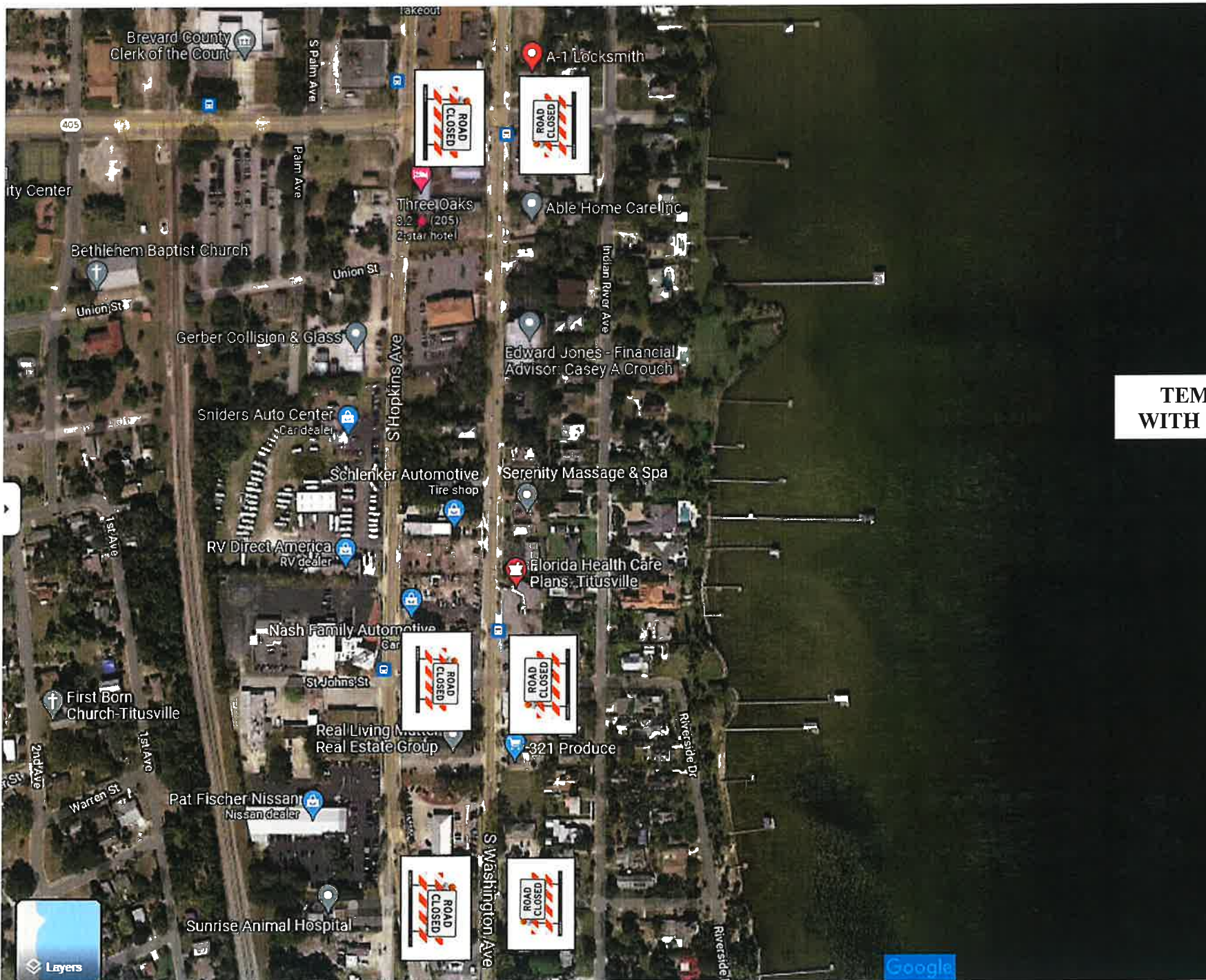
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Date Expires: 06/20/2026 Certificate # 85046
Instructor: Michael A. Hard FDOT Provider # 15

Florida Safety Council
Phone: 407-867-4443
1605 E. Colonial Drive
Orlando, FL 32803
occsafety.com
cfreeman@floridasafety.org





**CITY OF TITUSVILLE
CHRISTMAS PARADE
12/14/24**


**TTC NORTHBOUND
PAGE FOUR**

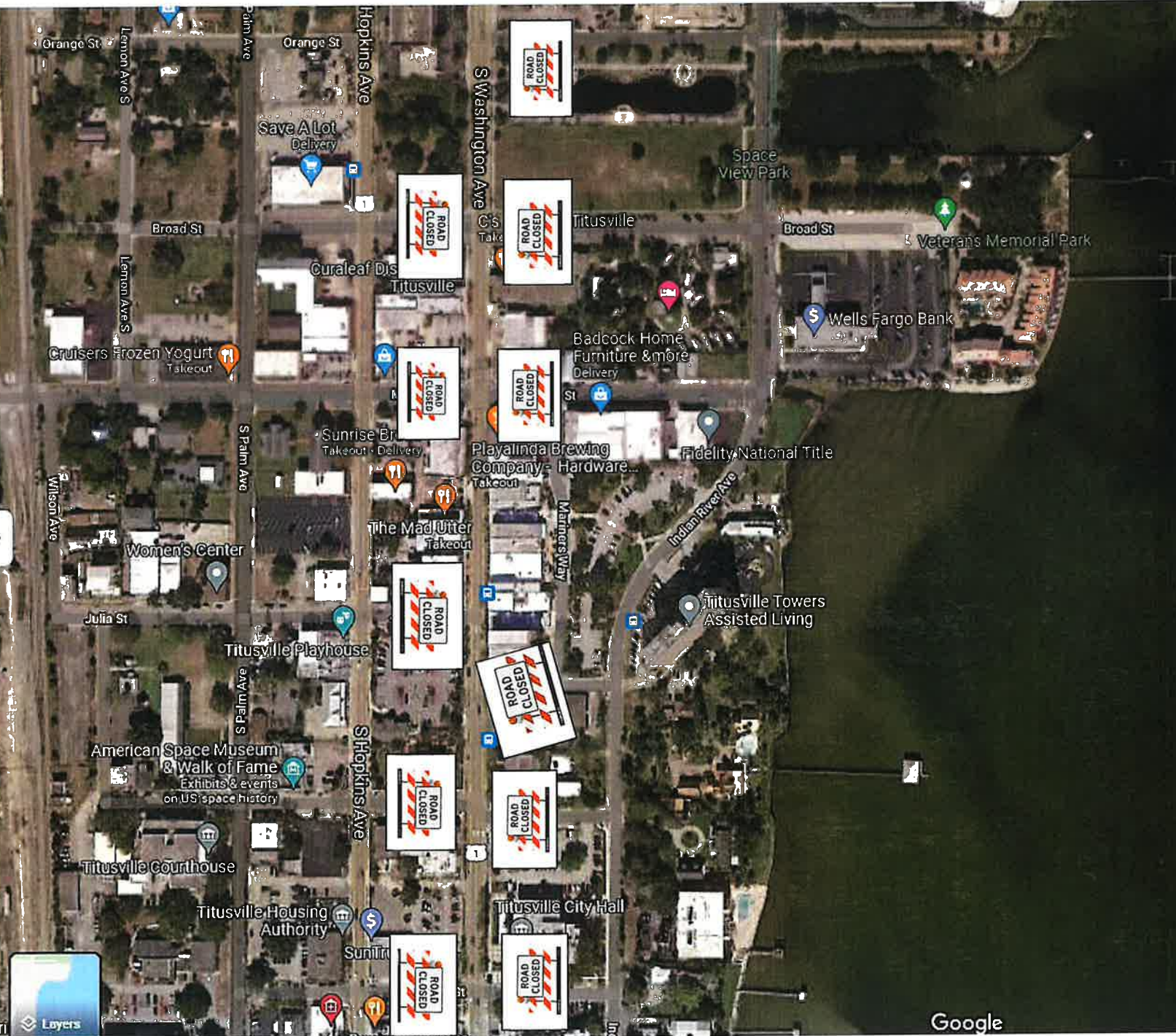
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**CITY OF TITUSVILLE
CHRISTMAS PARADE
12/14/24**

**TTC NORTHBOUND
PAGE FIVE**

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**CITY OF TITUSVILLE
CHRISTMAS PARADE
12/14/24**

NOTES
**VARIABLE MESSAGE BOARDS
 DURING EVENT**
**“ROAD CLOSED FOLLOW
 DETOUR”**
7 DAYS PRIOR TO EVENT:
**“US#1 CLOSED 12/14/24 5PM TO
 10PM”**

**VARIABLE MESSAGE
 BOARD PAGE**

**PLAN NOT
 TO SCALE**

**TEMPORARY TRAFFIC CONTROL SHALL COMPLY
 WITH FDOT FY 2023-2024 STANDARD PLANS 600 SERIES**

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 cfreeman@floridasafety.org



RESOLUTION NO.

**A RESOLUTION OF THE CITY OF TITUSVILLE, FLORIDA,
APPROVING CLOSURES OF STATE ROADS FOR SPECIAL
EVENTS; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, numerous State roadways are located within the Titusville City limits; and

WHEREAS, Florida Administrative Code 14-65.0035, Temporary Closing of State Roads for Special Events provides that the City may authorize the City Manager to approve special events that require temporary closures of State roads; and

WHEREAS, the City Council wishes to support appropriate special events within the City, which may require the temporary closure of State roads.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
TITUSVILLE, FLORIDA, AS FOLLOWS:**

Section 1. The Titusville City Council approves the temporary closure of State roads for the following special events as required by Section 14-65.0035 (1)(d)1 of the Florida Administrative Code:

- Road closure for South Washington Ave, starting at the parking lot of 150 S Terrier Trail routing North and ending at Broad Street for 2024 Annual Christmas Parade, Saturday, December 14, 2024.

Section 2. This resolution shall take effect this 26th day November, 2024, and shall remain in effect until rescinded by action of the Titusville City Council.

PASSED AND ADOPTED, this 26th day November, 2024.

Andrew Connors, Mayor

ATTEST:

Wanda F. Wells, City Clerk

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the City Council
From: Scott Larese, City Manager
Subject: **Fiscal Year 2024 Budgetary Carry Forward List for Machinery and Equipment**
Department/Office: Finance

Recommended Action:

Approve the Fiscal Year 2024 Budgetary Carry Forward List for Machinery and Equipment and the associated budget amendment.

Summary Explanation & Background:

At the end of each fiscal year, annual budget appropriations typically expire, with the exception of any unspent funds allocated to open grant programs, reserve accounts, and capital projects. For significant encumbrances, contracts, and other ongoing commitments, the necessary appropriations are carried forward into the new fiscal year to cover these outstanding obligations that are still in progress.

Alternatives:

Allow Fiscal Year 2024 encumbrances and commitments for machinery and equipment to lapse and re-appropriate from remaining available fund balances or from Fiscal Year 2025 sources.

Item Budgeted:

Yes

Source/Use of Funds/Budget Book Page:

Current Fiscal Year 2024 budget appropriations as per the Budget Carry Forward List provided.

Strategic Plan:

Financial Stability

Strategic Plan Impact:

This meets City Council's Strategic Objective, "Maintain Financial Stability while providing Cost Efficient Municipal Services" by allowing departments to use Fiscal Year 2024 funds to procure budgeted/approved items that will be received in the following

year due to delays from the manufacturer in delivery of items or other valid operational reasons. It allows departments to procure long lead time items without concern about funds lapsing while awaiting receipt of items or services.

ATTACHMENTS:

1. FY24 FINANCED CARRY FORWARD MACHINERY & EQUIPMENT
2. FY24 NON FINANCED CARRY FORWARD MACHINERY & EQUIPMENT

CITY OF TITUSVILLE FY2024 FINANCED MACHINERY/EQUIPMENT CARRY FORWARD TO FY25 BUDGET AMENDMENT

FUND	ACCOUNT NUMBER	REVENUE	EXPENSE	PROJECT	ITEM
GENERAL FUND	001-0000-383.10-10	\$ 743,954.00			INSTALL PURCHASE PROCEEDS
GENERAL FUND	001-5555-513.64-20-Z02304		\$ 325.00	Z02304	2023 PIERCE FIRE TRUCK/EQUIPMENT
GENERAL FUND	001-5555-513.64-20-Z02305		\$ 187,629.00	Z02305	12 CY DUMP TRUCK
GENERAL FUND	001-5555-513.64-20-Z02403		\$ 140,000.00	Z02403	TPD (7) DISPATCH CONSOLE UPGRADES
GENERAL FUND	001-5555-513.64-20-Z02408		\$ 105,249.00	Z02408	COMM DEV GARDEN ST BIKE BRIDGE SIGNAGE
GENERAL FUND	001-5555-513.64-20-Z02409		\$ 39,949.00	Z02409	HARRY T MOORE ELECTRONIC SIGNAGE
GENERAL FUND	001-5555-513.64-20-Z02411		\$ 58,023.00	Z02411	TPD (14) VEHICLES (10 REPLACEMENTS, 4 NEW)
GENERAL FUND	001-5555-513.64-20-Z02414		\$ 212,779.00	Z02414	FIRE TYPE 6 APPARATUS BRUSH/SQUAD VEH
TOTAL GENERAL FUND		\$ 743,954.00	\$ 743,954.00		
SOLID WASTE	404-0000-383.10-10	\$ 734,313.00			INSTALL PURCHASE PROCEEDS
SOLID WASTE	404-5555-534.64-20-Z02418		\$ 384,813.00	Z02418	SOLID WASTE/REFUSE AUTOMATED SIDELoader
SOLID WASTE	404-5555-534.64-20-Z02419		\$ 349,500.00	Z02419	SOLID WASTE/REFUSE FRONT END LOADER
TOTAL SOLID WASTE		\$ 734,313.00	\$ 734,313.00		
GRAND TOTAL		\$ 1,478,267.00	\$ 1,478,267.00		

CITY OF TITUSVILLE FY2024 NON-FINANCED CARRY FORWARD TO FY25 BUDGET AMENDMENT

FUND	ACCOUNT NUMBER	REVENUE	EXPENSE	PROJECT	ITEM
GENERAL FUND	001-0000-389.11-01	\$ 217,733.00			UNASSIGNED
GENERAL FUND	001-1501-539.31-01		\$ 67,175.00		IMPACT FEE STUDY-KIMLEY-HORN AND ASSOC
GENERAL FUND	001-1508-539.43-01		\$ 10,558.00		HARRY T MOORE FIRE ALARM REPL/CINTAS
GENERAL FUND	001-1905-515.31-01		\$ 60,000.00		VISION ZERO PLAN
GENERAL FUND	001-1905-515.31-01		\$ 20,000.00		SPEC EVENTS PERMIT PROCESS IMPROV
GENERAL FUND	001-5555-513.52-23		\$ 50,000.00		POLICE HALL OF FAME TORCH EVENT
GENERAL FUND	001-1902-524.52-01		\$ 10,000.00		DEV SVCS OFFICE FURNITURE
TOTAL GENERAL FUND		\$ 217,733.00	\$ 217,733.00		
WATER RESOURCES	401-0000-389.50-12	\$ 1,187,549.00			UNRESERVED PROPRIETARY
WATER RESOURCES	401-5555-536.64-20-Z02229		\$ 81,758.00	Z02229	1.25T 4X4 SVC TRUCK UTILITY STYLE WS WP
WATER RESOURCES	401-5555-536.64-20-Z02230		\$ 81,600.00	Z02230	1T 4X4 SVC TRUCK UTILITY STYLE WS
WATER RESOURCES	401-5555-536.64-20-Z02233		\$ 82,926.00	Z02233	1T TRUCK SVC BODY & CRANE WS
WATER RESOURCES	401-5555-536.64-20		\$ 445,619.00		TWO 18CY DUMP TRUCKS
WATER RESOURCES	401-5555-536.64-20		\$ 70,297.00		3/4T PICKUP
WATER RESOURCES	401-5555-536.64-20		\$ 61,008.00		TWO 3/4T PICKUPS
WATER RESOURCES	401-5555-536.64-20		\$ 72,811.00		ONE 1/2T PICKUP CREW CAB
WATER RESOURCES	401-5555-536.64-20		\$ 92,579.00		1.5T PICKUP W/VALVE MACHINE
WATER RESOURCES	401-5555-536.64-20		\$ 131,776.00		1.5T PICKUP WITH CRANE
WATER RESOURCES	401-1601-536.31-01		\$ 67,175.00		IMPACT FEE STUDY-KIMLEY-HORN AND ASSOC
TOTAL WATER RESOURCES		\$ 1,187,549.00	\$ 1,187,549.00		
GRAND TOTAL		\$ 1,405,282.00	\$ 1,405,282.00		

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the City Council
From: Scott Larese, City Manager
Subject: **Use of Orange County School Board Contract ITB2004132 for Environmental Remediation Services**
Department/Office: Public Works

Recommended Action:

Approve piggyback use of Orange County School Board Contract ITB2004 for Environmental Services. In addition, approve the following: (1) Orange County School Board Contract ITB2004 to the Vendor of Record to be utilized for Environmental Remediation Services with an estimated annual expenditure of \$100,000.

Summary Explanation & Background:

Aging city facilities require periodic environmental services, such as duct cleaning and mold remediation that require specialty contractors to complete.

Staff is requesting authorization to utilize the previously competitively bid Orange County School Board Contract ITB2004 for specialty environmental services awarded to an already established Vendor of Record. Staff has budgeted \$100,000 for duct cleaning and mold remediation for various city facilities for FY 2025. This action will allow us to use a vendor of record familiar with city infrastructure for these services at competitive rates.

Alternatives:

Do not approve piggyback and bid item

Item Budgeted:

Yes

Source/Use of Funds/Budget Book Page:

Various sources depending on need

Strategic Plan:

Efficient & Effective Services

Strategic Plan Impact:

This action is in line with Strategic Plan Goal #2 by supporting the City's infrastructure.

ATTACHMENTS:

1. Piggyback Contract

Simpson Environmental Services, LLC

Presents

ASBESTOS - MOLD – ENVIRONMENTAL REMEDIATION SERVICES

ORANGE COUNTY PUBLIC SCHOOLS

PROCUREMENT SERVICES DEPARTMENT

445 West Amelia Street

Orlando FL 32801





Simpson Environmental Services, LLC

Professional Abatement Services

CGC1524454
CJ1154163
CMC1249368

P.O. Box 735 · Trilby, FL 33593 · (352) 583-2509 · Fax (352) 583-3371

www.simpsonenv.com

July 20, 2020

Ms. Susan Perry
Orange County Public Schools
Procurement Services
445 West Amelia Street
Orlando FL 32801

RE: Submittal Letter – ITB2004132
Orange County Public Schools, Asbestos – Mold – Environmental Services
Orange County, Florida

Dear Ms. Perry,

Simpson Environmental Services, LLC (SES) is pleased to present this response to your invitation to bid for Asbestos & Mold Removal Services. SES performs Asbestos & Mold Removal Services for multiple schools districts on continuing services agreement. SES is currently licensed and operates throughout the State of Florida performing tasks required by this ITB. The success of SES is based on the following:

The success of SES is built on and is dependent on the following features:

Project Team: Our principals, project managers, and supervisor have past experience and continue to work with private, institutional, industrial and government clients. Our key staff including principals, project managers and supervisors have past experience working for and with Orange County Public Schools. SES currently holds the mold/indoor air quality remediation services contract with OCPS and has successfully completed all projects assigned.

SES has assembled some of the area's most experienced individuals to provide you with professional abatement and removal services that are second to none. These individuals are already experienced with OCPS, your facilities and understand your needs and requirements. SES carries the required State of Florida licenses including:

Florida Asbestos Business License No. ZA336

Florida Asbestos Abatement Contractor Licenses No. CJC1154163 and CJC1154188

Florida Mechanical Contractor Licenses No. CMC1249368 and CMC1249837

Florida Mold Remediator MRSR1304 and MRSR2325

Florida General Contractor License No. CGC1524454

As referenced above, SES maintains in-house multiple secondary qualifiers on all license required for this contract to provide stability and account for any unforeseen circumstances that may arise during this contract term.

Project Experience: Our key personnel have over 100 years experience in the asbestos and lead abatement industry and have completed projects totaling over \$200 million. We have proven production techniques that assure our clients that their specified schedules and budgets are SAFELY met while complying with Local, State, and Federal regulations. SES has completed various lead, and asbestos abatement projects directly for or as a subcontractor to numerous school districts including the following:

- Orange County Public Schools – Term contract
- Duval County Public Schools – Term contract
- Hillsborough County School Board
- Pasco County School Board – Term contract
- Polk County School Board – Term contract
- School Board of Brevard County – Term contract
- Manatee County School Board
- Seminole County School Board – Term contract
- Miami-Dade County Public Schools – Term contract
- Osceola County Public Schools – Term contract
- District School Board of Palm Beach County – Term contract
- Broward County School Board – Term contract
- St Johns County School Board – Term contract
- Leon County School Board

Location: Simpson Environmental Services has offices strategically located throughout Florida. Our selected project manager for Orange County Public Schools is located in Central Florida and has the ability to respond to Orange County within an one half hour of your request.

Safety: Safety is a top priority of Simpson Environmental Services, Inc. We have written a safety program of which primary importance has been placed on the personal safety and health of every employee. SES also retains an independent safety consultant on a yearly agreement to provide on-site safety audits and recommendations.

Stability: SES maintains in-house secondary qualifiers on all licenses required for this contract to provide stability and account for any unforeseen circumstances that may arise during this contract.

Drug Free Work Place: Simpson Environmental Services, Inc. is a drug-free workplace and actively participates in the program. Every employee is screened prior to employment and random screenings are performed.

Bonding Capacity: Simpson Environmental Services has the bonding capability of over 6 million dollars.

Mold and Asbestos and Specific Liability Insurance: Simpson Environmental Services, Inc. maintains asbestos specific liability insurance of the "occurrence" type. This coverage offers superior mold protection to the more easily obtainable "claims made" policies. Simpson Environmental Services has the bonding capability of over 5 million dollars.

Regulatory Training: Our supervisors and workers are trained and certified as required by these project documents, OSHA and The State of Florida for the removal of asbestos containing materials. SES utilizes a training matrix to insure all employees receive initial or refresher certifications as required prior to performance of any work.

Documentation: Before, during, and after an abatement project, documentation is of critical importance. A biography of events and documents is meticulously compiled to record an absolute proof of project events. At the completion of a project, the documentation is provided to the client within our post job submittal.

Third Party Verification: Simpson Environmental Services utilizes independent third party industrial hygiene firms for its air monitoring and sampling when not provided by the owner. The results of this sampling are included in the post job submittal by SES to the client.

Approved Asbestos Landfills: Simpson Environmental Services uses only EPA approved landfills when disposing of asbestos or LBP waste.

Quality & Cost Control: At Simpson Environmental Services, we value efficiency and optimum project performance. Experience and properly administered quality control programs improve not only the caliber of work, but the cost efficiency as well. Our experience and quality control systems assure our clients that their individual projects will be completed correctly and in a timely manner.

Backlog of Work: Simpson Environmental Services currently maintains an average of 55 employees and possesses a backlog of work extending into 2021 of over \$850,000. This allows us to maintain a steady stream of work to retain our key personnel and still gives us the ability to respond to your needs.

Cost Control: With our experience personnel, management structure, wide range of project types, and the flexibility to adapt to on site conditions and our client needs, we maintain an impressive history of performing projects within budget and on schedule.

Quality of Service: At Simpson Environmental Services we pride ourselves on our quality of work and that the majority of our clients are returning clients. Repeat business does not typically follow a poor quality of work and client dissatisfaction. .

Company Owned: Simpson Environmental Services' inventory of company owned equipment and a fully stocked 9,000 square foot warehouse which allows us to respond to our client's emergency and planned needs immediately. Also, our equipment and materials meet or exceed current industry and federal standards.

Significant Difficulties: We at Simpson Environmental Services feel communication is the key. Utilizing the expertise of Orange County Public Schools and our key staff we feel we can determine a solution to any difficulties that may arise.

Jessica Lunsford Act: Simpson Environmental Services will only use employees which have successfully passed the screening process for The Jessica Lunsford Act as implemented by Orange County Public Schools.

Simpson Environmental Services, Inc. has the capability to accomplish the asbestos abatement, IAQ remediation and LBP removal needs of Orange County Public Schools. Our personnel have the industry experience and training to get the job done efficiently. Additionally, our numerous locations allow us to respond quickly to the needs of the Orange County Public Schools.

Thank you for your interest and the opportunity to work with you, if you have any questions, please contact me at (352) 583-2509.

Sincerely,

SIMPSON ENVIRONMENTAL SERVICES, LLC



Tim Yaeger
President

INVITATION TO BID FORM

INVITATION TO BID AND CONTRACTOR ACKNOWLEDGEMENT FORM

POSTING DATE: **June 24, 2020**

PROCUREMENT CONTACT & EMAIL:
Susan Perry, Administrator/Senior Buyer
Susan.perry@ocps.net

BID NUMBER AND TITLE:

ITB2004132 Asbestos-Mold-Environmental Remediation Services

BID DUE DATE & TIME:

July 20, 2020 at 2:00 PM EST

NOTE: RESPONSES RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE ACCEPTED

QUESTION DEADLINE:

July 13, 2020 at 2:00 PM EST

VIRTUAL PRE-BID MEETING DATE & TIME: June 30, 2020 at 9:00am EST

This meeting is being held via WebEx. All information for access to this meeting will be posted on VendorLink.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR RESPONSE.
YOUR RESPONSE WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED
AGENT OF THE CONTRACTOR.

COMPANY NAME: Simpson Environmental Services, LLC

MAILING ADDRESS: P O Box 735

CITY, STATE, ZIP: Trilby FL 33593-0735

FEDERAL EMPLOYERS IDENTIFICATION NUMBER (FEIN): 71-0957279

TELEPHONE NUMBER: 352-583-2509 FACSIMILE NUMBER: 352-583-3371

EMAIL: SBrigham@Simpsonenv.com

AUTHORIZED SIGNATURE:

TYPE OR

PRINTED NAME:

Tim Yaeger



TITLE: President

DATE: July 20, 2020

NOTICE: Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes will constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Rules.

MWBE/LDB PARTICIATION FORM

Asbestos-Mold-Environmental Remediation Services

Exhibit A

Office of Business Opportunity MWBE/LDB/VBE Subcontractor Participation Form

OCPS has established annual participation goals for the procurement of goods and non-professional services with Minority-Owned & Women-Owned Business Enterprises (MWBEs), Local Developing Businesses (LDBs) and Veterans Business Enterprise (VBEs). For the purpose of calculating the MWBE, LDB, and VBE participation percentages, only those dollars awarded to certified MWBE, LDB, and VBE Contractors will be utilized. Monies contracted or subcontracted to MWBE, LDB, and VBE Contractors are included in the calculation. As a result, Contractors are asked to include certified MWBE, LDB and VBE subcontractor participation information below. If the Contractor has questions regarding a subcontractor's certification, they may contact the OCPS Office of Business Opportunity at (407) 317-3739.

Overall percent of MWBE Subcontractor Participation expected:

Overall percent of LDB Subcontractor Participation expected:

Overall percent of VBE Subcontractor Participation expected:

Please complete the following table by indicating the name of the subcontractor, whether or not they are an MWBE and/or LDB and/or VBE, the type of work or material to be supplied by the subcontractor, anticipated dollar value, and the anticipated percent of the contract value.

Subcontractor	MWBE and/or LDB and/or VBE	Type of Work/Material	\$ Value	% of Contract Value
N/A - Work to be self performed				

The Contractor agrees to supply all subcontractor payment information to OCPS Office of Business Opportunity. The due date and report format will be established upon award of the Bid.

Simpson Environmental Services, LLC

 Contractor Name

Tim Yaeger, President

 Name and Title of Authorized Representative



 Signature

7/20/2020

 Date

DRUG FREE WORKPLACE

Exhibit B
DRUG-FREE WORKPLACE CERTIFICATION FORM

In accordance with Section 287.087, F.S., preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bid submittals, which are equal with respect to price, quality and service, are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Contractors has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available 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.

Simpson Environmental Services, LLC
Contractor Name

Tim Yaeger, President
Name and Title of Authorized Representative


Signature

7/20/2020
Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS – PRIMARY
COVERED TRANSACTIONS**

Exhibit C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities.* The regulations were published as **Part IV of the January 30, 1989, Federal Register (pages 4722-4733).**

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE PREVIOUS PAGE *****

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Simpson Environmental Services, LLC
Contractor Name

Tim Yaeger, President
Name and Title of Authorized Representative


Signature

7/20/2020
Date

PRINCIPAL PLACE OF BUSINESS

Exhibit D

CONTRACTOR'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

Name of Contractor: Simpson Environmental Services, LLC

Identify state in which Contractor has its principal place of business: Florida

If your principal place of business is the state of Florida, you do not need to proceed any further on this form.

If outside of Florida, identify political subdivision (county or municipality) in which Contractor has its principal place of business:

NOTE: Section 287.084(2), F.S. states that "A vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

LEGAL OPINION REGARDING STATE BIDDING PREFERENCES

(To be completed by the Attorney for an Out of State Contractor, please select one)

Contractor's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

Contractor's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

LEGAL OPINION REGARDING POLITICAL SUBDIVISION BIDDING PREFERENCES

(To be completed by the Attorney for an Out of State Contractor, please select one)

Contractor's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

Contractor's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Signature of out of state Contractor's attorney: _____

Printed name of out of state Contractor's attorney: _____

Address of out of state Contractor's attorney: _____

Telephone number of out of state Contractor's attorney: _____

Email of out of state Contractor's attorney: _____

Attorney's state(s) of bar admission: _____

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Exhibit E

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned company 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 undersigned company certifies 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.

Simpson Environmental Services, LLC

Contractor Name

Tim Yaeger, President

Name and Title of Authorized Representative


Signature

7/20/2020

Date

BID PRICE SHEET

ITB2004132
Asbestos-Mold-Environmental Remediation Services

BID PRICE SHEET- PRICING SUBMITTED ON www.vendorlink.ocps.net

ITB2004132 Asbestos-Mold-Environmental Remediation Services

Item	Description	Unit of Measure	Unit Price	Est. Quantity	Extended Price
Lot 1 - Asbestos abatement-category I and II, and regulated asbestos containing materials (NESHAP, Subpart M)					
1	Asbestos Abatement Supervisor	Hour	2.00	4,000	\$ 8,000.00
2	Asbestos Abatement Worker	Hour	52.00	4,000	\$ 208,000.00
3	Mobilization- To include, but not limited to, mobilization, equipment, consumable items, set up, removal, clean-up , removal of barriers, and disposal.	Each	0.00	100	\$ 0.00
Lot 2 - Mold/Indoor Air Quality Remediation Services					
4	Mold Remediation Supervisor	Hour	2.00	4,000	\$ 8,000.00
5	Mold Remediation Worker	Hour	46.00	4,000	\$ 184,000.00
6	Miscellaneous Indoor Air Quality Cleaning Services Supervisor	Hour	2.00	200	\$ 400.00
7	Miscellaneous Indoor Air Quality Cleaning Services Worker	Hour	46.00	200	\$ 9,200.00
8	Mobilization- To include, but not limited to, mobilization, equipment, consumable items, set up, removal, clean-up , removal of barriers, and disposal.	Each	450.00	100	\$ 45,000.00
Lot 3 – Lead Paint Abatement Services					
9	Lead Paint Abatement Supervisor	Hour	5.00	400	\$ 2,000.00
10	Lead Paint Abatement Worker	Hour	52.00	400	\$ 20,800.00
11	Mobilization- To include, but not limited to, mobilization, equipment, consumable items, set up, removal, clean-up , removal of barriers, and disposal.	Each	0.00	100	\$ 0.00
Lot 4 – Duct Cleaning Services					
12	Duct Cleaning Supervisor	Hour	12.00	100	\$ 1,200.00
13	Duct Cleaning Worker	Hour	60.00	100	\$ 6,000.00
14	Mold Remediation Duct Cleaning Supervisor	Hour	12.00	100	\$ 1,200.00

ITB2004132
Asbestos-Mold-Environmental Remediation Services

15	Mold Remediation Duct Cleaning Worker	Hour	60.00	100	\$ 6,000.00
16	Air Handling Unit Cleaning Supervisor	Hour	12.00	100	\$ 1,200.00
17	Air Handling Unit Cleaning Worker	Hour	60.00	100	\$ 6,000.00
18	Mobilization- To include, but not limited to, mobilization, equipment, consumable items, set up, removal, clean-up , removal of barriers, and disposal.	Each	0.00	100	\$ 0.00

Lot 5 – Emergency Response Equipment Rental Rates

19	Furnish, Install, & Remove Dehumidifier Rental minimum 5,000 BTU or 50 pints per day	Daily	50.00	15	\$ 750.00
20	Furnish, Install, & Remove Dehumidifier Rental minimum 5,000 BTU or 50 pints per week	Weekly	200.00	15	\$ 3,000.00
21	Furnish, Install, & remove HEPA filter equipped air scrubber minimum 650 cfm per day	Daily	50.00	5	\$ 250.00
22	Furnish, Install, & remove HEPA filter equipped air scrubber minimum 650 cfm per week	Weekly	200.00	5	\$ 1,000.00
23	HEPA filter air scrubber	Daily	50.00	5	\$ 250.00
24	HEPA filter air scrubber	Weekly	200.00	5	\$ 1,000.00
25	HEPA filter back pack vacuum	Daily	10.00	5	\$ 50.00
26	HEPA filter back pack vacuum	Weekly	50.00	5	\$ 250.00

Additional Costs

27	Materials, Sub-contractors and Rental equipment (to be furnished by Contractor, if and when requested by the School Board) shall be at Contractor's actual cost, plus percentage bid, as specified (percentage mark-up shall not exceed 10%). Supporting documentation (proposals, quotes, receipts, invoices, etc.) will be required.	Percentage	10%	Cost Plus %	10%
----	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------	-----	-------------	-----

If an error in calculation is found, item unit price will be used to determine the correct extended price.

ACKNOWLEDGEMENT OF BUSINESS TYPE

[Previous On List](#) [Next On List](#) [Return to List](#)

[Simpson Environmental Services](#) [Search](#)

Events **No Name History**

Detail by Entity Name

Florida Limited Liability Company
SIMPSON ENVIRONMENTAL SERVICES, LLC

Filing Information

Document Number	L19000285646
FE/EIN Number	71-0957279
Date Filed	12/05/2019
Effective Date	01/01/2004
State	FL
Status	ACTIVE
Last Event	CONVERSION
Event Date Filed	12/05/2019
Event Effective Date	NONE

Principal Address

21310 US HWY 90 N.
 TRILBY, FL 33593

Mailing Address

P.O. BOX 735
 TRILBY, FL 33593

Registered Agent Name & Address

C T Corporation System
 1200 S. Pine Island Road
 Plantation, FL 33324

Name Changed: 01/02/2020
 Address Changed: 01/02/2020

Authorized Person(s) Detail

Name & Address

Title MGR
 Simpson Acquisition, LLC
 40900 Woodward Avenue, Suite 200
 Bloomfield Hills, MI 48304

ADDENDA



445 W. Amelia Street · Orlando, Florida 32801 · (407) 317-3200 · www.ocps.net

ADDENDUM NO. 1

July 13, 2020

ITB2004132 Asbestos-Mold-Environmental Remediation Services

The original Invitation To Bid (ITB) documents shall remain in full force and effect, except as modified herein, which shall take precedence over any contrary provisions in the prior documents.

This addendum is being issued to address questions received, make revisions to the original solicitation document and release attachments.

The following are questions and answers regarding the above mentioned solicitation:

1. **Question:** 1) Who (company) has the active/current contract?
2) How we can get a copy of the current/active contract?
3) Can we get a copy of the bid tabulation for the current/active contract?
1. **Answer:** Two (2) companies are currently awarded, Simpson Environmental Services & Cross Environmental Services. The two (2) contracts and bid tabulation were added to the documents list on 6/25/20.
2. **Question:** Do we need to bid on all the items?
2. **Answer:** You do not need to bid on all items. OCPS reserves the right to make award(s) by individual item, group of items, and all or none or a combination thereof.
3. **Question:** Can the License for Class C Air Conditioning Contractor be substituted by Class B License?
3. **Answer:** Yes, a Class B Air Conditioning License may be substituted for the Class C Air Conditioning License.
4. **Question:** Are the Asbestos abatement and Mold remediation in the same building?
4. **Answer:** The abatement and remediation services could be requested by any of our locations, at any time, throughout the whole OCPS district.

If you should have any questions regarding this addendum, please do not hesitate to contact ME, the purchasing agent responsible for this solicitation at susan.perry@ocps.net or by phone at 407-317-3200 ext. 200-2421

Sincerely,

Susan Perry


Administrator/Senior Buyer Procurement Services

Acknowledgement of Addendum No. 1 by Respondent

The Respondent hereby acknowledges receipt of the following Addendum:

This addendum shall be completed and signed by an authorized representative and returned with the solicitation submittal. The Acknowledgement of Addendum receipt will become an integral part of the solicitation document. In acknowledging receipt of this Addendum, the undersigned understands and accepts the foregoing solicitation changes and clarifications.

All other bid terms, conditions, and specifications as originally issued remain unchanged.

Tim Yaeger	President
Officer (or Principal)	Title
	7/13/2020
Manual Signature	Date
Simpson Environmental	
Services, LLC	P O Box 735, Trilby FL 33593-0735
Company Name	Address
352-583-2509	352-583-3371
Telephone Number	Fax Number

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Brown & Brown of Florida, Inc. 10151 Deerwood Park Blvd Bldg 100, Ste 100 Jacksonville FL 32256		CONTACT NAME: Lori Duvall CIC PHONE (A/C No Ext): (904) 565-1952 E-MAIL ADDRESS: lduvall@bbjax.com FAX (A/C No): (904) 565-2440	
INSURED Simpson Environmental Services LLC P.O. Box 735 Tribby FL 33593		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Nautilus Insurance Company	NAIC # 17370
		INSURER B: Auto-Owner's Insurance Company	18988
		INSURER C: American Interstate Insurance Company	31895
		INSURER D: Travelers Property & Casualty	11027
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20/21 Liability **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt AI & WOS <input checked="" type="checkbox"/> Prof & Poll included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ECP2017244-14	02/25/2020	02/25/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5163539200	02/25/2020	02/25/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			FFX2017245-14	02/25/2020	02/25/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A			AVWCFL2872992020	02/25/2020	02/25/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater			6606335M942	07/02/2019	07/02/2020	Lsd/Rnted 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Orange County Public Schools (OCPS) construction project, part of ten year capital improvement plan. OCPS, its officials, agents & employees are included under blanket addtl insured with respect to GL & Auto per written contract. | Notepad: Blanket waiver of subrogation in favor of OCPS is included on the work comp policy.

CERTIFICATE HOLDER Orange County Public Schools Ronald Blocker Ed. Center 445 West Amelia St. Orlando FL 32801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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VERIFICATION OF TRAINING, FIT TEST, MEDICAL, ETC.

(Provided as a limited typical representation of our staff. Additional certifications will be provided per project due to number of employees)



Center for Training, Research and Education for Environmental Occupations

certifies

Jose J. Garcia

Simpson Environmental Services, 21310 Highway 98 North, Trilby, FL 33593

Having passed a 25-question exam with a score of 70% or higher has successfully met training requirements for

Asbestos Refresher: Supervisor/Contractor

FDBPR Asbestos Licensing Unit: Provider #0000995; Course #FL49-0004730 (1 Day; 7.25 Contact Hours)

(Reaccreditation for Contractor/Supervisor Under TSCA Title II/AHERA)

Conducted

01/04/2020

Certificate #: 200700-8054

Exam Date: 01/04/2020

EPA accreditation expires: 01/04/2021

Principal Instructor: Charles C. Haury, CIH, LAC

CEUs: .8

FBPR LAC: #0000995; Course #0004730

FBPE CEHs: #0004021; Course #0009070/Educational Institutions: 8 CEHs

FBPR CILB: #0000995; Course #0003510; Hrs 8.0 (General)

A handwritten signature in black ink that reads 'Carol Hinton'.

Carol Hinton, Associate Director

Active Environmental Training

PO Box 707
Loughman, Fl. 33858
407-860-0369

Certifies that:

Jose Garcia

***-**-9383

Has Successfully Met the Requirements, Training and Passed the Exam for Lead
Abatement Accreditation as Required by OSHA 29 CFR 1926.62(1)

In the Discipline of:

8-Hour Lead Worker Awareness

October 14, 2018

Course Date
This Certificate Expires One
Year from This Date



AET10142018LWA-18

Certificate Authentication
Number

A handwritten signature in black ink, appearing to read 'Roberto Morales', is written over a horizontal line.

Roberto Morales
Course Administrator

Provider No: USF-09678



PHYSICIAN'S WRITTEN OPINION ~ ASBESTOS

Employee's Name: Joe Grew Social Security#: 950

DATE OF SERVICE: 11-23-19

Employee's Address: 5150 Baker St Plant City, FL 33525

"The above named individual was examined by me on (date) 11/23/19, and in accordance with all applicable portions of OSHA's Asbestos Standard for the Construction Industry, 29 CFR 1926.1101 with which I am familiar, I have CHECKED that I have performed the following."

1. Reviewed with this individual, his/her completed OSHA standardized Medical Questionnaire and Work History, directed towards the pulmonary, cardiovascular and gastrointestinal systems; and
2. Reviewed the employer's description of this individual's duties as they relate to asbestos exposure, the anticipated exposure level, the personal protective and respiratory equipment to be utilized by the individual and any additional medical information resulting from previous examinations; and
3. Conducted a physical examination of this individual with emphasis on the pulmonary, cardiovascular, and gastrointestinal systems including a pulmonary function test of forced vital capacity (FVC) and forced expiratory volume at one second (FEV-1); and
4. A two view chest roentgenogram was taken as a routine part of his/her examination.
5. Due to an abnormal reading on the routine chest roentgenogram the films were returned to the radiologist to be read by a 'B' reader in accordance with Appendix E of the Asbestos Standard; **REQUIRES PRE-AUTHORIZATION USE CPT CODE 7102026.**
6. Determined that this individual may may not use a respiratory device while performing his/her required employment duties; and is is not capable of working in a hot work environment.
7. Informed this individual that I have have not detected a medical condition which would place this individual at an increased risk of material health impairment from exposure to asbestos; and
8. Informed this individual of the results of my examination and of any medical condition that may result from this individual's exposure to asbestos; and
9. Informed this individual of the health risks involved in smoking of the synergistic relationship between cigarette smoking and asbestos exposure in producing lung cancer, and that cessation of smoking will reduce the risk of lung cancer.

Comments and/or Limitations (if any) _____

S. SWART _____
Physician's printed name Physician's Signature

813-759-1232 Physician's Phone Number
NOW CARE WALK-IN CLINIC / 1009 W BAKER ST / PLANT CITY, FL 33563
Physician's Address

SIMPSON ENVIRONMENTAL SERVICES, INC.

FIT TEST FORM

10/14/2019

Date

Garcia, Jose

Employee Name: Last, First, M.I.

9508

SSN

MODEL (TYPE): **NEGATIVE PRESSURE**

FACE PIECE & SIZE:

MANUFACTURER:

MSA

PAPR

SMALL

MED

LARGE

MANUFACTURER: **NORTH HALF-FACE**

SMALL

MED

LARGE

TYPE OF TEST (SACCHARIN or SMOKE): **SMOKE**

UBC

CONDUCTOR/SUPERVISOR of TEST

These Fit Tests were conducted according to procedures outlined in the OSHA Asbestos Standards for Construction, 29 CFR 1926.1101, Appendix C. Each respirator was successfully tested based on the test subject accurately reporting to the test conductor that the challenge agent was not detected during testing.

It is the responsibility of the test subject to assess the comfort of the chosen respirator after a week of use and to use the respirator properly.

Active Environmental Training, LLC

PO Box 707 - Loughman, Florida - 33858 Ph #: 407-860-0369
Training Facility: 37826 Sky Ridge Circle Dade City, Florida 33525
active@activeet.com

Certifies that:

Jose Garcia

***_**_9508



Has Successfully Met the Requirements, Training and Passed the Exam for Hazardous Waste Operations and Emergency Response Standard Accreditation as required by OSHA 29 CFR 1910.120 (e)(3)(iv) In the Discipline of:

40-Hour HAZWOPER Training

Provider #: USF-09678

AET04042020HWPR06

Certificate Authentication Number

Active Environmental Training
Certificate Authentication Seal
Not Valid Without This Stamp
For verification Call 407-860-0369

Attended Class	March 31- April 4, 2020
Exam Date	April 4, 2020
Expiration Date	Apr 4, 2021

Roberto Morales
Roberto Morales
Course Administrator

This Certificate is not valid without the authentication seal

Please avoid fraudulent activities by calling 407-860-0369 for authentication of this certificate



Center for Training, Research and Education for Environmental Occupations

certifies

Renato Garcia

Simpson Environmental Services, 21310 Highway 98 North, Trilby, FL 33593

Having passed a 25-question exam with a score of 70% or higher has successfully met training requirements for

Asbestos Refresher: Supervisor/Contractor

FDBPR Asbestos Licensing Unit: Provider #0000995; Course #FL49-0004730 (1 Day; 7.25 Contact Hours)

(Reaccreditation for Contractor/Supervisor Under TSCA Title II/AHERA)

Conducted

01/04/2020

Certificate #: 200700-8055

Exam Date: 01/04/2020

EPA accreditation expires: 01/04/2021

Principal Instructor: Charles C. Haury, CIH, LAC

CEUs: .8

FBPR LAC: #0000995; Course #0004730

FBPE CEHs: #0004021; Course #0009070/Educational Institutions: 8 CEHs

FBPR CILB: #0000995; Course #0003510; Hrs 8.0 (General)

Carol Hinton, Associate Director

Active Environmental Training, LLC

PO Box 707 - Loughman, Florida - 33858 Ph #: 407-860-0369
Training Facility: 37826 Sky Ridge Circle Dade City, Florida 33525
active@activeet.com

Certifies that:

Renato Garcia

***-**-5270



Has Successfully Met the Requirements, Training and Passed the Exam for Lead Abatement Accreditation
as required by OSHA 29 CFR 1926.62 (I)
In the Discipline of:

8-Hour Lead Worker Refresher Course

Provider #: USF-09678

AET10122019LWA09

Certificate Authentication Number

Roberto Morales
Roberto Morales
Course Administrator

Attended Class	Oct 12, 2019
Exam Date	Oct 12, 2019
Expiration Date	Oct 11, 2020

Active Environmental Training
Certificate Authentication Seal
Not Valid Without This Stamp
For verification Call 407-860-0369

This Certificate is not valid without
the authentication seal

Please avoid fraudulent activities by calling 407-860-0369 for authentication of this certificate



PHYSICIAN'S WRITTEN OPINION - ASBESTOS

Employee's Name: Renato Garcia Social Security#: -5270

DATE OF SERVICE: 5-10-2020

Employee's Address: 3339 Jodi West Dr. Dade City FL

"The above named individual was examined by me on (date) 5/10/2020, and in accordance with all applicable portions of OSHA's Asbestos Standard for the Construction Industry, 29 CFR 1926.1101 with which I am familiar, I have CHECKED that I have performed the following."

1. Reviewed with this individual, his/her completed OSHA standardized Medical Questionnaire and Work History, directed towards the pulmonary, cardiovascular and gastrointestinal systems; and
2. Reviewed the employer's description of this individual's duties as they relate to asbestos exposure, the anticipated exposure level, the personal protective and respiratory equipment to be utilized by the individual and any additional medical information resulting from previous examinations; and
3. Conducted a physical examination of this individual with emphasis on the pulmonary, cardiovascular, and gastrointestinal systems including a pulmonary function test of forced vital capacity (FVC) and forced expiratory volume at one second (FEV-1); and
4. A two view chest roentgenogram was taken as a routine part of his/her examination.
5. Due to an abnormal reading on the routine chest roentgenogram the films were returned to the radiologist to be read by a 'B' reader in accordance with Appendix E of the Asbestos Standard; **REQUIRES PRE-AUTHORIZATION USE CPT CODE 7102026.**
6. Determined that this individual may may not use a respiratory device while performing his/her required employment duties; and is is not capable of working in a hot work environment.
7. Informed this individual that I have have not detected a medical condition which would place this individual at an increased risk of material health impairment from exposure to asbestos; and
8. Informed this individual of the results of my examination and of any medical condition that may result from this individual's exposure to asbestos; and
9. Informed this individual of the health risks involved in smoking of the synergistic relationship between cigarette smoking and asbestos exposure in producing lung cancer, and that cessation of smoking will reduce the risk of lung cancer.

Comments and/or Limitations (if any) _____

S. S. SMITH, MD
Physician's printed name

[Signature]
Physician's Signature

813-759-1232
Physician's Phone Number

NOW CARE WALK-IN CLINIC / 1009 W BAKER ST / PLANT CITY, FL 33563
Physician's Address



Center for Training, Research and Education for Environmental Occupations

certifies

Carlos Rodriguez

Simpson Environmental Services, 21310 Highway 98 North, Trilby, FL 33593

Having passed a 25-question exam with a score of 70% or higher has successfully met training requirements for

Asbestos Refresher: Supervisor/Contractor

FDBPR Asbestos Licensing Unit: Provider #0000995; Course #FL49-0004730 (1 Day; 7.25 Contact Hours)

(Reaccreditation for Contractor/Supervisor Under TSCA Title II/AHERA)

Conducted

01/04/2020

Certificate #: 200700-8062

Exam Date: 01/04/2020

EPA accreditation expires: 01/04/2021

Principal Instructor: Charles C. Haury, CIH, LAC

CEUs: .8

FBPR LAC: #0000995; Course #0004730

FBPE CEHs: #0004021; Course #0009070/Educational Institutions: 8 CEHs

FBPR CILB: #0000995; Course #0003510; Hrs 8.0 (General)

A handwritten signature in black ink that reads 'Carol Hinton'.

Carol Hinton, Associate Director

University of Florida TREEO Center • 3900 SW 63 Boulevard • Gainesville, FL 32608-3800 • 352-392-9570 • www.treeo.ufl.edu



PHYSICIAN'S WRITTEN OPINION ~ ASBESTOS

Employee's Name: Carlos Rodriguez H. Social Security#: 7584

DATE OF SERVICE: 01-10-2020

Employee's Address: 37304 Orange Blossom Ln Dade City FL 33525

"The above named individual was examined by me on (date) JAN 10 2020, and in accordance with all applicable portions of OSHA's Asbestos Standard for the Construction Industry, 29 CFR 1926.1101 with which I am familiar, I have CHECKED that I have performed the following."

1. Reviewed with this individual, his/her completed OSHA standardized Medical Questionnaire and Work History, directed towards the pulmonary, cardiovascular and gastrointestinal systems; and
2. Reviewed the employer's description of this individual's duties as they relate to asbestos exposure, the anticipated exposure level, the personal protective and respiratory equipment to be utilized by the individual and any additional medical information resulting from previous examinations; and
3. Conducted a physical examination of this individual with emphasis on the pulmonary, cardiovascular, and gastrointestinal systems including a pulmonary function test of forced vital capacity (FVC) and forced expiratory volume at one second (FEV-1); and
4. A two view chest roentgenogram was taken as a routine part of his/her examination.
5. Due to an abnormal reading on the routine chest roentgenogram the films were returned to the radiologist to be read by a 'B' reader in accordance with Appendix E of the Asbestos Standard; **REQUIRES PRE-AUTHORIZATION USE CPT CODE 7102026.**
6. Determined that this individual may may not use a respiratory device while performing his/her required employment duties; and is is not capable of working in a hot work environment.
7. Informed this individual that I have have not detected a medical condition which would place this individual at an increased risk of material health impairment from exposure to asbestos; and
8. Informed this individual of the results of my examination and of any medical condition that may result from this individual's exposure to asbestos; and
9. NA Informed this individual of the health risks involved in smoking of the synergistic relationship between cigarette smoking and asbestos exposure in producing lung cancer, and that cessation of smoking will reduce the risk of lung cancer.

Comments and/or Limitations (if any) _____

Joseph E Schreier, D.O.
Physician's printed name

[Signature]
Physician's Signature

813-759-1232
Physician's Phone Number

NOW CARE WALK-IN CLINIC / 1009 W BAKER ST / PLANT CITY, FL 33563
Physician's Address

SIMPSON ENVIRONMENTAL SERVICES, INC.

FIT TEST FORM

10/14/2019

Date

Rodriquez, Carlos

7588

Employee Name: Last, First, M.I.

SSN

MODEL (TYPE): **NEGATIVE PRESSURE**

FACE PIECE & SIZE:

MANUFACTURER: **MSA PAPER**
SMALL MED **LARGE**

MANUFACTURER: **NORTH HALF-FACE**
SMALL MED **LARGE**

TYPE OF TEST (SACCHARIN or SMOKE): **SMOKE**



CONDUCTOR/SUPERVISOR of TEST

These Fit Tests were conducted according to procedures outlined in the OSHA Asbestos Standards for Construction, 29 CFR 1926.1101, Appendix C. Each respirator was successfully tested based on the test subject accurately reporting to the test conductor that the challenge agent was not detected during testing.

It is the responsibility of the test subject to assess the comfort of the chosen respirator after a week of use and to use the respirator properly.



Center for Training, Research and Education for Environmental Occupations

certifies

Eusebio Arellano

Simpson Environmental Services, 21310 Highway 98 North, Trilby, FL 33593

Having passed a 25-question exam with a score of 70% or higher has successfully met training requirements for

Asbestos Refresher: Supervisor/Contractor

FDBPR Asbestos Licensing Unit: Provider #0000995; Course #FL49-0004730 (1 Day; 7.25 Contact Hours)
(Reaccreditation for Contractor/Supervisor Under TSCA Title II/AHERA)

Conducted

01/04/2020

Certificate #: 200700-8052

Exam Date: 01/04/2020

EPA accreditation expires: 01/04/2021

Principal Instructor: Charles C. Haury, CIH, LAC

CEUs: .8

FBPR LAC: #0000995; Course #0004730

FBPE CEHs: #0004021; Course #0009070/Educational Institutions: 8 CEHs

FBPR CILB: #0000995; Course #0003510; Hrs 8.0 (General)

A handwritten signature in black ink that reads 'Carol Hinton'.

Carol Hinton, Associate Director



PHYSICIAN'S WRITTEN OPINION - ASBESTOS

Employee's Name: Eusebio Avellano Sosnava Social Security#: - 1528

DATE OF SERVICE: 1/6/2020

Employee's Address: 36420 Lanson Ave. Dade City, FL 33525

"The above named individual was examined by me on (date) 1/6/20, and in accordance with all applicable portions of OSHA's Asbestos Standard for the Construction Industry, 29 CFR 1926.1101 with which I am familiar, I have CHECKED that I have performed the following."

- 1. Reviewed with this individual, his/her completed OSHA standardized Medical Questionnaire and Work History, directed towards the pulmonary, cardiovascular and gastrointestinal systems; and
- 2. Reviewed the employer's description of this individual's duties as they relate to asbestos exposure, the anticipated exposure level, the personal protective and respiratory equipment to be utilized by the individual and any additional medical information resulting from previous examinations; and
- 3. Conducted a physical examination of this individual with emphasis on the pulmonary, cardiovascular, and gastrointestinal systems including a pulmonary function test of forced vital capacity (FVC) and forced expiratory volume at one second (FEV-1); and
- 4. A two view chest roentgenogram was taken as a routine part of his/her examination.
- 5. Due to an abnormal reading on the routine chest roentgenogram the films were returned to the radiologist to be read by a 'B' reader in accordance with Appendix E of the Asbestos Standard: **REQUIRES PRE-AUTHORIZATION USE CPT CODE 7102026.**
- 6. Determined that this individual may may not use a respiratory device while performing his/her required employment duties; and is is not capable of working in a hot work environment.
- 7. Informed this individual that I have have not detected a medical condition which would place this individual at an increased risk of material health impairment from exposure to asbestos; and
- 8. Informed this individual of the results of my examination and of any medical condition that may result from this individual's exposure to asbestos; and
- 9. Informed this individual of the health risks involved in smoking of the synergistic relationship between cigarette smoking and asbestos exposure in producing lung cancer, and that cessation of smoking will reduce the risk of lung cancer.

Comments and/or Limitations (if any) _____

Physician's printed name S. Smart Physician's Signature

813-759-1232
Physician's Phone Number

NOW CARE WALK-IN CLINIC / 1009 W BAKER ST / PLANT CITY, FL 33563
Physician's Address

SIMPSON ENVIRONMENTAL SERVICES, INC.

FIT TEST FORM

10/14/2019

Date

Arellano, Eusebio

Employee Name: Last, First, M.I.

1528

SSN

MODEL (TYPE): NEGATIVE PRESSURE

FACE PIECE & SIZE:

MANUFACTURER: MSA PAPR
SMALL MED LARGE

MANUFACTURER: NORTH HALF-FACE
SMALL MED LARGE

TYPE OF TEST (SACCHARIN or SMOKE): SMOKE

UBK

CONDUCTOR/SUPERVISOR of TEST

These Fit Tests were conducted according to procedures outlined in the OSHA Asbestos Standards for Construction, 29 CFR 1926.1101, Appendix C. Each respirator was successfully tested based on the test subject accurately reporting to the test conductor that the challenge agent was not detected during testing.

It is the responsibility of the test subject to assess the comfort of the chosen respirator after a week of use and to use the respirator properly.



20-006047836

This card acknowledges that the recipient has successfully completed

10-hour Construction Safety and Health

This card issued to:

Euebio Arellano

Roberto Morales

7/19/2018

Trainer Name

Date of Issue



813-994-1195
usfot outreach@health.usf.edu

OSHA recommends Outreach Training Courses as an orientation to occupational safety and health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion card does not expire.

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to 5 years, or both.

To verify this training scan the QR code with your mobile device.



Rev. 1/2016

Active Environmental Training, LLC

PO Box 707 - Loughman, Florida - 33858 Ph #: 407-860-0369
Training Facility: 37826 Sky Ridge Circle Dade City, Florida 33525
active@activeet.com

Certifies that:

Saul J R Arellano

***-**-1378



Has Successfully Met the Requirements, Training and Passed the Exam for Asbestos Accreditation
as Required by AHERA, Section 206 TSCA Title II, E.P.A. 40 CFR part 763, Appendix C to Subpart E,
In the Discipline of:

AHERA Asbestos Worker Initial

Provider #: 0005086
Course #: 0006355

Attended Class	May 5-8, 2020
Exam Date	May 8, 2020
Expiration Date	May 8, 2021

AET05082020WI01

Certificate Authentication Number

Maritza Ospina
Course Administrator

Active Environmental Training
Certificate Authentication Seal
Not Valid Without This Stamp
For verification Call 407-860-0369

This Certificate is not valid without
the authentication seal

Please avoid fraudulent activities by calling 407-860-0369 for authentication of this certificate



PHYSICIAN'S WRITTEN OPINION ~ ASBESTOS

Employee's Name: SUWITR Arellano Polra yuez Social Security#: 1378

DATE OF SERVICE: 5/24/20

Employee's Address: 36430 LANSON AVE, DUCK CITY FL

"The above named individual was examined by me on (date) 5/24/2020, and in accordance with all applicable portions of OSHA's Asbestos Standard for the Construction Industry, 29 CFR 1926.1101 with which I am familiar, I have CHECKED that I have performed the following."

- 1. Reviewed with this individual, his/her completed OSHA standardized Medical Questionnaire and Work History, directed towards the pulmonary, cardiovascular and gastrointestinal systems; and
- 2. Reviewed the employer's description of this individual's duties as they relate to asbestos exposure, the anticipated exposure level, the personal protective and respiratory equipment to be utilized by the individual and any additional medical information resulting from previous examinations; and
- 3. Conducted a physical examination of this individual with emphasis on the pulmonary, cardiovascular, and gastrointestinal systems including a pulmonary function test of forced vital capacity (FVC) and forced expiratory volume at one second (FEV-1); and
- 4. A two view chest roentgenogram was taken as a routine part of his/her examination.
- 5. Due to an abnormal reading on the routine chest roentgenogram the films were returned to the radiologist to be read by a 'B' reader in accordance with Appendix E of the Asbestos Standard; **REQUIRES PRE-AUTHORIZATION USE CPT CODE 7102026.**
- 6. Determined that this individual may may not use a respiratory device while performing his/her required employment duties; and is is not capable of working in a hot work environment.
- 7. Informed this individual that I have have not detected a medical condition which would place this individual at an increased risk of material health impairment from exposure to asbestos; and
- 8. Informed this individual of the results of my examination and of any medical condition that may result from this individual's exposure to asbestos; and
- 9. Informed this individual of the health risks involved in smoking of the synergistic relationship between cigarette smoking and asbestos exposure in producing lung cancer, and that cessation of smoking will reduce the risk of lung cancer.

Comments and/or Limitations (if any) _____

S. SPRA Physician's printed name [Signature] Physician's Signature

813-759-1232
Physician's Phone Number

NOW CARE WALK-IN CLINIC / 1002 W BAKER ST / PLANT CITY, FL 33563
Physician's Address

Active Environmental Training, LLC

PO Box 707 - Loughman, Florida - 33858 Ph #: 407-860-0369
Training Facility: 37826 Sky Ridge Circle Dade City, Florida 33525
active@activeet.com

Certifies that:

Saul J R Arellano

***-**-1378



Has Successfully Met the Requirements, Training and Passed the Exam for Hazardous Waste Operations and Emergency Response Standard Accreditation as required by OSHA 29 CFR 1910.120 (e)(3)(iv) In the Discipline of:

40-Hour HAZWOPER Training

Provider #: USF-09678

AET04042020HWPR09

Certificate Authentication Number

Active Environmental Training
Certificate Authentication Seal
Not Valid Without This Stamp
For verification Call 407-860-0369

Attended Class	March 31- April 4, 2020
Exam Date	April 4, 2020
Expiration Date	Apr 4, 2021

Roberto Morales
Roberto Morales
Course Administrator

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Active Environmental Training, LLC

PO Box 707 - Loughman, Florida - 33858 Ph #: 407-860-0369
Training Facility: 37826 Sky Ridge Circle Dade City, Florida 33525
active@activeet.com

Certifies that:

Abraham Contreras

***-**-3343



Has Successfully Met the Requirements, Training and Passed the Exam for
Asbestos Accreditation as Required by AHERA, Section 206 TSCA Title II,
E.P.A. 40 CFR part 763, Appendix C to Subpart E,

AHERA Asbestos Worker Refresher (Spanish)

Provider #: 0005086
Course #: 0006350

Attended Class	Jan 4, 2020
Exam Date	Jan 4, 2020
Expiration Date	Jan 3, 2021

AET01042020WR03

Certificate Authentication Number



Maritza Ospina
Course Administrator

Active Environmental Training
Certificate Authentication Seal
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Active Environmental Training, LLC

PO Box 707 - Loughman, Florida - 33858 Ph #: 407-860-0369
Training Facility: 37826 Sky Ridge Circle Dade City, Florida 33525
active@activeet.com

Certifies that:

Abraham Contreras

***-**-3343



Has Successfully Met the Requirements, Training and Passed the Exam for Lead Abatement Accreditation
as required by OSHA 29 CFR 1926.62 (I)
In the Discipline of:

8-Hour Lead Worker Refresher Course

Provider #: USF-09678

AET10122019LWA02

Certificate Authentication Number

Roberto Morales
Roberto Morales
Course Administrator

Active Environmental Training
Certificate Authentication Seal
Not Valid Without This Stamp
For verification Call 407-860-0369

Attended Class	Oct 12, 2019
Exam Date	Oct 12, 2019
Expiration Date	Oct 11, 2020

This Certificate is not valid without
the authentication seal

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PHYSICIAN'S WRITTEN OPINION - ASBESTOS

Employee's Name: Abraham Contreras Barreras Social Security#: 3343

DATE OF SERVICE: 10/28/2019

Employee's Address: 15247 17th St. Dade City, FL 33523

"The above named individual was examined by me on (date) 10/28/19, and in accordance with all applicable portions of OSHA's Asbestos Standard for the Construction Industry, 29 CFR 1926.1101 with which I am familiar, I have CHECKED that I have performed the following."

1. Reviewed with this individual, his/her completed OSHA standardized Medical Questionnaire and Work History, directed towards the pulmonary, cardiovascular and gastrointestinal systems; and
2. Reviewed the employer's description of this individual's duties as they relate to asbestos exposure, the anticipated exposure level, the personal protective and respiratory equipment to be utilized by the individual and any additional medical information resulting from previous examinations; and
3. Conducted a physical examination of this individual with emphasis on the pulmonary, cardiovascular, and gastrointestinal systems including a pulmonary function test of forced vital capacity (FVC) and forced expiratory volume at one second (FEV-1); and
4. A two view chest roentgenogram was taken as a routine part of his/her examination.
5. Due to an abnormal reading on the routine chest roentgenogram the films were returned to the radiologist to be read by a 'B' reader in accordance with Appendix E of the Asbestos Standard; **REQUIRES PRE-AUTHORIZATION USE CPT CODE 7102026.**
6. Determined that this individual may may not use a respiratory device while performing his/her required employment duties; and is is not capable of working in a hot work environment.
7. Informed this individual that I have have not detected a medical condition which would place this individual at an increased risk of material health impairment from exposure to asbestos; and
8. Informed this individual of the results of my examination and of any medical condition that may result from this individual's exposure to asbestos; and
9. Informed this individual of the health risks involved in smoking of the synergistic relationship between cigarette smoking and asbestos exposure in producing lung cancer, and that cessation of smoking will reduce the risk of lung cancer.

Comments and/or Limitations (if any) _____

S. Smart
Physician's printed name

[Signature]
Physician's Signature

813-759-1232
Physician's Phone Number

NOW CARE WALK-IN CLINIC / 1009 W BAKER ST / PLANT CITY, FL 33563
Physician's Address

SIMPSON ENVIRONMENTAL SERVICES, INC.

FIT TEST FORM

10/14/2019

Date

Contreras, Abraham

Employee Name: Last, First, M.I.

3343

SSN

MODEL (TYPE): NEGATIVE PRESSURE

FACE PIECE & SIZE:

MANUFACTURER: MSA PAPR
SMALL MED LARGE

MANUFACTURER: NORTH HALF-FACE
SMALL MED LARGE

TYPE OF TEST (SACCHARIN or SMOKE): SMOKE



CONDUCTOR/SUPERVISOR of TEST

These Fit Tests were conducted according to procedures outlined in the OSHA Asbestos Standards for Construction, 29 CFR 1926.1101, Appendix C. Each respirator was successfully tested based on the test subject accurately reporting to the test conductor that the challenge agent was not detected during testing.

It is the responsibility of the test subject to assess the comfort of the chosen respirator after a week of use and to use the respirator properly.

Active Environmental Training, LLC

PO Box 707 - Loughman, Florida - 33858 Ph #: 407-860-0369
Training Facility: 37826 Sky Ridge Circle Dade City, Florida 33525
active@activeet.com

Certifies that:

Ramiro Contreras

***-**-6716



Has Successfully Met the Requirements, Training and Passed the Exam for
Asbestos Accreditation as Required by AHERA, Section 206 TSCA Title II,
E.P.A. 40 CFR part 763, Appendix C to Subpart E,

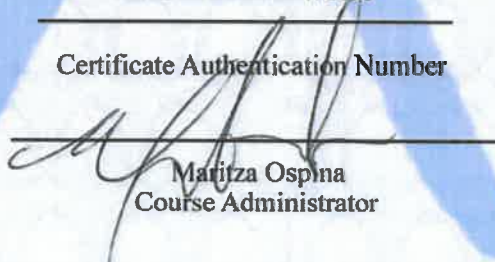
AHERA Asbestos Worker Refresher (Spanish)

Provider #: 0005086
Course #: 0006350

Attended Class	Jan 4, 2020
Exam Date	Jan 4, 2020
Expiration Date	Jan 3, 2021

AET01042020WR05

Certificate Authentication Number


Marijza Ospina
Course Administrator

Active Environmental Training
Certificate Authentication Seal
Not Valid Without This Stamp
For verification Call 407-860-0369

This Certificate is not valid without
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Active Environmental Training, LLC

PO Box 707 - Loughman, Florida - 33858 Ph #: 407-860-0369
Training Facility: 37826 Sky Ridge Circle Dade City, Florida 33525
active@activeet.com

Certifies that:

Ramiro Contreras

***-**-6716



Has Successfully Met the Requirements, Training and Passed the Exam for Hazardous Waste Operations and Emergency Response Standard Accreditation as required by OSHA 29 CFR 1910.120 (e)(3)(iv) In the Discipline of:

40-Hour HAZWOPER Training

Provider #: USF-09678

AET04042020HWPR07

Certificate Authentication Number

Roberto Morales
Roberto Morales
Course Administrator

Active Environmental Training
Certificate Authentication Seal
Not Valid Without This Stamp
For verification Call 407-860-0369

Attended Class	March 31- April 4, 2020
Exam Date	April 4, 2020
Expiration Date	Apr 4, 2021

This Certificate is not valid without the authentication seal

Please avoid fraudulent activities by calling 407-860-0369 for authentication of this certificate

PHYSICIAN'S WRITTEN OPINION - ASBESTOS

Employee's Name: Ramiro Cortveras Social Security#: - - 6716

DATE OF SERVICE: 11/23/2019

Employee's Address: 5304 10th St. Zephyrhills, FL 33542

"The above named individual was examined by me on (date) 11/23/19 and in accordance with all applicable portions of OSHA's Asbestos Standard for the Construction Industry, 29 CFR 1926.1101 with which I am familiar, I have CHECKED that I have performed the following."

1. Reviewed with this individual, his/her completed OSHA standardized Medical Questionnaire and Work History, directed towards the pulmonary, cardiovascular and gastrointestinal systems; and
2. Reviewed the employer's description of this individual's duties as they relate to asbestos exposure, the anticipated exposure level, the personal protective and respiratory equipment to be utilized by the individual and any additional medical information resulting from previous examinations; and
3. Conducted a physical examination of this individual with emphasis on the pulmonary, cardiovascular, and gastrointestinal systems including a pulmonary function test of forced vital capacity (FVC) and forced expiratory volume at one second (FEV-1); and
4. A two view chest roentgenogram was taken as a routine part of his/her examination.
5. Due to an abnormal reading on the routine chest roentgenogram the films were returned to the radiologist to be read by a 'B' reader in accordance with Appendix E of the Asbestos Standard; **REQUIRES PRE-AUTHORIZATION USE CPT CODE 7102026.**
6. Determined that this individual may may not use a respiratory device while performing his/her required employment duties; and is is not capable of working in a hot work environment.
7. Informed this individual that I have have not detected a medical condition which would place this individual at an increased risk of material health impairment from exposure to asbestos; and
8. Informed this individual of the results of my examination and of any medical condition that may result from this individual's exposure to asbestos; and
9. Informed this individual of the health risks involved in smoking of the synergistic relationship between cigarette smoking and asbestos exposure in producing lung cancer, and that cessation of smoking will reduce the risk of lung cancer.

Comments and/or Limitations (if any) _____

Physician's printed name

Physician's Signature

813-759-1232

Physician's Phone Number

NOW CARE WALK-IN CLINIC / 1009 W BAKER ST / PLANT CITY, FL 33563

Physician's Address

SIMPSON ENVIRONMENTAL SERVICES, INC.

FIT TEST FORM

10/14/2019

Date

Contreras, Ramiro

Employee Name: Last, First, M.I.

6716

SSN

MODEL (TYPE): **NEGATIVE PRESSURE**

FACE PIECE & SIZE:

MANUFACTURER: **MSA PAPER**
SMALL MED LARGE

MANUFACTURER: **NORTH HALF-FACE**
SMALL MED LARGE

TYPE OF TEST (SACCHARIN or SMOKE): SMOKE

USA

CONDUCTOR/SUPERVISOR of TEST

These Fit Tests were conducted according to procedures outlined in the OSHA Asbestos Standards for Construction, 29 CFR 1926.1101, Appendix C. Each respirator was successfully tested based on the test subject accurately reporting to the test conductor that the challenge agent was not detected during testing.

It is the responsibility of the test subject to assess the comfort of the chosen respirator after a week of use and to use the respirator properly.

Active Environmental Training, LLC

PO Box 707 - Loughman, Florida - 33858 Ph #: 407-860-0369
Training Facility: 37826 Sky Ridge Circle Dade City, Florida 33525
active@activeet.com

Certifies that:

Javier Diaz

***-**-0227



Has Successfully Met the Requirements, Training and Passed the Exam for
Asbestos Accreditation as Required by AHERA, Section 206 TSCA Title II,
E.P.A. 40 CFR part 763, Appendix C to Subpart E,

AHERA Asbestos Worker Refresher (Spanish)

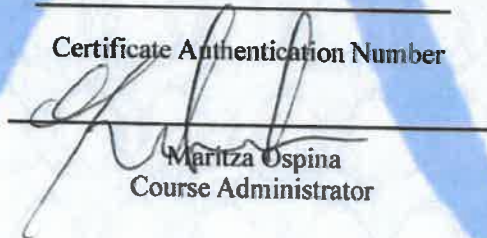
Provider #: 0005086

Course #: 0006350

Attended Class	Jan 4, 2020
Exam Date	Jan 4, 2020
Expiration Date	Jan 3, 2021

AET01042020WR11

Certificate Authentication Number


Maritza Ospina
Course Administrator

Active Environmental Training
Certificate Authentication Seal
Not Valid Without This Stamp
For verification Call 407-860-0369

This Certificate is not valid without
the authentication seal

Please avoid fraudulent activities by calling 407-860-0369 for authentication of this certificate

Active Environmental Training, LLC

PO Box 707 - Loughman, Florida - 33858 Ph #: 407-860-0369
Training Facility: 37826 Sky Ridge Circle Dade City, Florida 33525
active@activeet.com

Certifies that:

Javier Diaz

***-**-0227



Has Successfully Met the Requirements, Training and Passed the Exam for Lead Abatement Accreditation
as required by OSHA 29 CFR 1926.62 (I)
In the Discipline of:

8-Hour Lead Worker Refresher Course

Provider #: USF-09678

AET10122019LWA08

Certificate Authentication Number

Roberto Morales
Roberto Morales
Course Administrator

Active Environmental Training
Certificate Authentication Seal
Not Valid Without This Stamp
For verification Call 407-860-0369

Attended Class	Oct 12, 2019
Exam Date	Oct 12, 2019
Expiration Date	Oct 11, 2020

This Certificate is not valid without
the authentication seal

Please avoid fraudulent activities by calling 407-860-0369 for authentication of this certificate



PHYSICIAN'S WRITTEN OPINION - ASBESTOS

Employee's Name: Javier Diaz Social Security#: - 0227

DATE OF SERVICE: 12/13/19

Employee's Address: 12887 Vineland St. San Antonio, FL 33576

"The above named individual was examined by me on (date) 12/13/19 and in accordance with all applicable portions of OSHA's Asbestos Standard for the Construction Industry, 29 CFR 1926.1101 with which I am familiar, I have CHECKED that I have performed the following."

- 1. Reviewed with this individual, his/her completed OSHA standardized Medical Questionnaire and Work History, directed towards the pulmonary, cardiovascular and gastrointestinal systems; and
- 2. Reviewed the employer's description of this individual's duties as they relate to asbestos exposure, the anticipated exposure level, the personal protective and respiratory equipment to be utilized by the individual and any additional medical information resulting from previous examinations; and
- 3. Conducted a physical examination of this individual with emphasis on the pulmonary, cardiovascular, and gastrointestinal systems including a pulmonary function test of forced vital capacity (FVC) and forced expiratory volume at one second (FEV-1); and
- 4. A two view chest roentgenogram was taken as a routine part of his/her examination.
- 5. Due to an abnormal reading on the routine chest roentgenogram the films were returned to the radiologist to be read by a 'B' reader in accordance with Appendix E of the Asbestos Standard; **REQUIRES PRE-AUTHORIZATION USE CPT CODE 7102026.**
- 6. Determined that this individual may may not use a respiratory device while performing his/her required employment duties; and is is not capable of working in a hot work environment.
- 7. Informed this individual that I have have not detected a medical condition which would place this individual at an increased risk of material health impairment from exposure to asbestos; and
- 8. Informed this individual of the results of my examination and of any medical condition that may result from this individual's exposure to asbestos; and
- 9. Informed this individual of the health risks involved in smoking of the synergistic relationship between cigarette smoking and asbestos exposure in producing lung cancer, and that cessation of smoking will reduce the risk of lung cancer.

Comments and/or Limitations (if any) _____

GLENN TORVA APN

Physician's printed name

[Handwritten Signature]

Physician's Signature

813-759-1232

Physician's Phone Number

NOW CARE WALK-IN CLINIC / 1009 W BAKER ST / PLANT CITY, FL 33563

Physician's Address

Active Environmental Training , LLC

PO Box 707 - Loughman, Florida - 33858 Ph #: 407-860-0369
Training Facility: 37826 Sky Ridge Circle Dade City, Florida 33525
active@activeet.com

Certifies that:

Juan Carlos Garcia F

***-**-1191



Has Successfully Met the Requirements, Training and Passed the Exam for
Asbestos Accreditation as Required by AHERA, Section 206 TSCA Title II, E.P.A.
40 CFR part 763, Appendix C to Subpart E.

AHERA Asbestos Contractor/Supervisor Initial

Attended Class	Jan. 14-18, 2020
Exam Date	Jan 18, 2020
Expiration Date	Jan 17, 2021

Provider #: 0005086
Course #: 0006365

AET01182020SI01

Certificate Authentication Number

Roberto Morales
Course Administrator

Active Environmental Training
Certificate Authentication Seal
Not Valid Without This Stamp
For verification Call 407-860-0369

This Certificate is not valid without
the authentication seal

Please avoid fraudulent activities by calling 407-860-0369 for authentication of this certificate



PHYSICIAN'S WRITTEN OPINION ~ ASBESTOS

Employee's Name: JUDEN GALVA Social Security#: 7191

DATE OF SERVICE: 1/27/2020

Employee's Address: 37335 Klakren Ave Dade City, FL 33523

"The above named individual was examined by me on (date) _____, and in accordance with all applicable portions of OSHA's Asbestos Standard for the Construction Industry, 29 CFR 1926.1101 with which I am familiar, I have CHECKED that I have performed the following."

- 1. Reviewed with this individual, his/her completed OSHA standardized Medical Questionnaire and Work History, directed towards the pulmonary, cardiovascular and gastrointestinal systems; and
- 2. Reviewed the employer's description of this individual's duties as they relate to asbestos exposure, the anticipated exposure level, the personal protective and respiratory equipment to be utilized by the individual and any additional medical information resulting from previous examinations; and
- 3. Conducted a physical examination of this individual with emphasis on the pulmonary, cardiovascular, and gastrointestinal systems including a pulmonary function test of forced vital capacity (FVC) and forced expiratory volume at one second (FEV-1); and
- 4. A two view chest roentgenogram was taken as a routine part of his/her examination.
- 5. Due to an abnormal reading on the routine chest roentgenogram the films were returned to the radiologist to be read by a 'B' reader in accordance with Appendix E of the Asbestos Standard; **REQUIRES PRE-AUTHORIZATION USE CPT CODE 7102026.**
- 6. Determined that this individual may may not use a respiratory device while performing his/her required employment duties; and is is not capable of working in a hot work environment.
- 7. Informed this individual that I have have not detected a medical condition which would place this individual at an increased risk of material health impairment from exposure to asbestos; and
- 8. Informed this individual of the results of my examination and of any medical condition that may result from this individual's exposure to asbestos; and
- 9. Informed this individual of the health risks involved in smoking of the synergistic relationship between cigarette smoking and asbestos exposure in producing lung cancer, and that cessation of smoking will reduce the risk of lung cancer.

Comments and/or Limitations (if any) _____

S. STUART Physician's printed name [Signature] Physician's Signature

813-759-1232 Physician's Phone Number NOW CARE WALK-IN CLINIC / 1009 W BAKER ST / PLANT CITY, FL 33563 Physician's Address

SIMPSON ENVIRONMENTAL SERVICES, INC.

FIT TEST FORM

1/28/2020

Date

Garcia, Juan Carlos

Employee Name: Last, First, M.I.

1191

SSN

MODEL (TYPE): **NEGATIVE PRESSURE**

FACE PIECE & SIZE:

MANUFACTURER: MSA PAPR
SMALL MED LARGE

MANUFACTURER: NORTH HALF-FACE
SMALL MED LARGE

TYPE OF TEST (SACCHARIN or SMOKE): SMOKE



CONDUCTOR/SUPERVISOR of TEST

These Fit Tests were conducted according to procedures outlined in the OSHA Asbestos Standards for Construction, 29 CFR 1926.1101, Appendix C. Each respirator was successfully tested based on the test subject accurately reporting to the test conductor that the challenge agent was not detected during testing.

It is the responsibility of the test subject to assess the comfort of the chosen respirator after a week of use and to use the respirator properly.

Active Environmental Training, LLC

PO Box 707 - Loughman, Florida - 33858 Ph #: 407-860-0369
Training Facility: 37826 Sky Ridge Circle Dade City, Florida 33525
active@activeet.com

Certifies that:

Juan Carlos Garcia F

***-**-1191



Has Successfully Met the Requirements, Training and Passed the Exam for Hazardous Waste Operations and Emergency Response Standard Accreditation as required by OSHA 29 CFR 1910.120 (e)(3)(iv)
In the Discipline of:

40-Hour HAZWOPER Training

Provider #: USF-09678

AET04042020HWPR05

Certificate Authentication Number

Active Environmental Training
Certificate Authentication Seal
Not Valid Without This Stamp
For verification Call 407-860-0369

Attended Class	March 31- April 4, 2020
Exam Date	April 4, 2020
Expiration Date	Apr 4, 2021

[Signature]
Roberto Morales
Course Administrator

This Certificate is not valid without
the authentication seal

Please avoid fraudulent activities by calling 407-860-0369 for authentication of this certificate

Active Environmental Training, LLC

PO Box 707 - Loughman, Florida - 33858 Ph #: 407-860-0369
Training Facility: 37826 Sky Ridge Circle Dade City, Florida 33525
active@activevet.com

Certifies that:

Adrian Perez

***-**-4321



Has Successfully Met the Requirements, Training and Passed the Exam for
Asbestos Accreditation as Required by AHERA, Section 206 TSCA Title II, E.P.A.
40 CFR part 763, Appendix C to Subpart E,

AHERA Asbestos Worker Refresher (Spanish)

Provider #: 0005086

Course #: 0006350

Attended Class	Jan 7, 2020
Exam Date	Jan 7, 2020
Expiration Date	Jan 6, 2021

AET01072019WR01

Certificate Authentication Number

Roberto Morales
Roberto Morales
Course Administrator

Active Environmental Training
Certificate Authentication Seal
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Active Environmental Training, LLC

PO Box 707 - Loughman, Florida - 33858 Ph #: 407-860-0369
Training Facility: 37826 Sky Ridge Circle Dade City, Florida 33525
active@activeet.com

Certifies that:

Adrian Perez

***-**-4321



Has Successfully Met the Requirements, Training and Passed the Exam for Lead Abatement Accreditation
as required by OSHA 29 CFR 1926.62 (I)
In the Discipline of:

8-Hour Lead Worker Refresher Course

Provider #: USF-09678

AET10122019LWA01

Certificate Authentication Number

[Signature]
Roberto Morales
Course Administrator

Active Environmental Training
Certificate Authentication Seal
Not Valid Without This Stamp
For verification Call 407-860-0369

Attended Class	Oct 12, 2019
Exam Date	Oct 12, 2019
Expiration Date	Oct 11, 2020

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the authentication seal

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PHYSICIAN'S WRITTEN OPINION ~ ASBESTOS

Employee's Name: ADRIAN PEREZ Social Security#: 4321

DATE OF SERVICE: 12-12-19

Employee's Address: 12150 BIRMO DR

"The above named individual was examined by me on (date) 12-15-19, and in accordance with all applicable portions of OSHA's Asbestos Standard for the Construction Industry, 29 CFR 1926.1101 with which I am familiar, I have CHECKED that I have performed the following."

- 1. Reviewed with this individual, his/her completed OSHA standardized Medical Questionnaire and Work History, directed towards the pulmonary, cardiovascular and gastrointestinal systems; and
- 2. Reviewed the employer's description of this individual's duties as they relate to asbestos exposure, the anticipated exposure level, the personal protective and respiratory equipment to be utilized by the individual and any additional medical information resulting from previous examinations; and
- 3. Conducted a physical examination of this individual with emphasis on the pulmonary, cardiovascular, and gastrointestinal systems including a pulmonary function test of forced vital capacity (FVC) and forced expiratory volume at one second (FEV-1); and
- 4. A two view chest roentgenogram was taken as a routine part of his/her examination.
- 5. Due to an abnormal reading on the routine chest roentgenogram the films were returned to the radiologist to be read by a 'B' reader in accordance with Appendix E of the Asbestos Standard; **REQUIRES PRE-AUTHORIZATION USE CPT CODE 7102026.**
- 6. Determined that this individual may may not use a respiratory device while performing his/her required employment duties; and is is not capable of working in a hot work environment.
- 7. Informed this individual that I have have not detected a medical condition which would place this individual at an increased risk of material health impairment from exposure to asbestos; and
- 8. Informed this individual of the results of my examination and of any medical condition that may result from this individual's exposure to asbestos; and
- 9. Informed this individual of the health risks involved in smoking of the synergistic relationship between cigarette smoking and asbestos exposure in producing lung cancer, and that cessation of smoking will reduce the risk of lung cancer.

Comments and/or Limitations (if any) _____

ADRIAN PEREZ

Physician's printed name

ADRIAN PEREZ

Physician's Signature

813-759-1232
Physician's Phone Number

NOW CARE WALK-IN CLINIC / 1009 W BAKER ST / PLANT CITY, FL 33563
Physician's Address

SIMPSON ENVIRONMENTAL SERVICES, INC.

FIT TEST FORM

10/14/2019

Date

Perez, Adrian

Employee Name: Last, First, M.I.

4321

SSN

MODEL (TYPE): **NEGATIVE PRESSURE**

FACE PIECE & SIZE:

MANUFACTURER: MSA PAPR
SMALL MED LARGE

MANUFACTURER: NORTH HALF-FACE
SMALL MED LARGE

TYPE OF TEST (SACCHARIN or SMOKE): SMOKE

Wsk

CONDUCTOR/SUPERVISOR of TEST

These Fit Tests were conducted according to procedures outlined in the OSHA Asbestos Standards for Construction, 29 CFR 1926.1101, Appendix C. Each respirator was successfully tested based on the test subject accurately reporting to the test conductor that the challenge agent was not detected during testing.

It is the responsibility of the test subject to assess the comfort of the chosen respirator after a week of use and to use the respirator properly.

Active Environmental Training, LLC

PO Box 707 - Loughman, Florida - 33858 Ph #: 407-860-0369
Training Facility: 37826 Sky Ridge Circle Dade City, Florida 33525
active@activeet.com

Certifies that:

Samuel Perez

***-**-6407



Has Successfully Met the Requirements, Training and Passed the Exam for
Asbestos Accreditation as Required by AHERA, Section 206 TSCA Title II, E.P.A.
40 CFR part 763, Appendix C to Subpart E,

AHERA Asbestos Worker Refresher (Spanish)

Provider #: 0005086
Course #: 0006350

AET01072019WR03

Certificate Authentication Number

Active Environmental Training
Certificate Authentication Seal
Not Valid Without This Stamp
For verification Call 407-860-0369

Attended Class	Jan 7, 2020
Exam Date	Jan 7, 2020
Expiration Date	Jan 6, 2021

[Signature]
Roberto Morales
Course Administrator

This Certificate is not valid without
the authentication seal

Please avoid fraudulent activities by calling 407-860-0369 for authentication of this certificate

Active Environmental Training, LLC

PO Box 707 - Loughman, Florida - 33858 Ph #: 407-860-0369
Training Facility: 37826 Sky Ridge Circle Dade City, Florida 33525
active@activeet.com

Certifies that:

Samuel Perez

***-**-6407



Has Successfully Met the Requirements, Training and Passed the Exam for Lead Abatement Accreditation
as required by OSHA 29 CFR 1926.62 (I)
In the Discipline of:

8-Hour Lead Worker Refresher Course

Provider #: USF-09678

AET10122019LWA06

Certificate Authentication Number

Attended Class	Oct 12, 2019
Exam Date	Oct 12, 2019
Expiration Date	Oct 11, 2020

[Signature]
Roberto Morales
Course Administrator

Active Environmental Training
Certificate Authentication Seal
Not Valid Without This Stamp
For verification Call 407-860-0369

This Certificate is not valid without
the authentication seal

Please avoid fraudulent activities by calling 407-860-0369 for authentication of this certificate



PHYSICIAN'S WRITTEN OPINION - ASBESTOS

Employee's Name: Edward J. Vesce Social Security #: 6907

DATE OF SERVICE: 11-13-19

Employee's Address: 12130 Bryan, DR 50711610 FL 33576

"The above named individual was examined by me on (date) 11-13-19, and in accordance with all applicable portions of OSHA's Asbestos Standard for the Construction Industry, 29 CFR 1926.1101 with which I am familiar, I have CHECKED that I have performed the following"

- 1. Reviewed with this individual, his/her completed OSHA standardized Medical Questionnaire and Work History, directed towards the pulmonary, cardiovascular and gastrointestinal systems; and
- 2. Reviewed the employer's description of this individual's duties as they relate to asbestos exposure, the anticipated exposure level, the personal protective and respiratory equipment to be utilized by the individual and any additional medical information resulting from previous examinations; and
- 3. Conducted a physical examination of this individual with emphasis on the pulmonary, cardiovascular, and gastrointestinal systems including a pulmonary function test of forced vital capacity (FVC) and forced expiratory volume at one second (FEV-1); and
- 4. A two view chest roentgenogram was taken as a routine part of his/her examination.
- 5. Due to an abnormal reading on the routine chest roentgenogram the films were returned to the radiologist to be read by a 'B' reader in accordance with Appendix E of the Asbestos Standard: **REQUIRES PRE-AUTHORIZATION USE CPT CODE 7102026.**
- 6. Determined that this individual may may not use a respiratory device while performing his/her required employment duties; and is is not capable of working in a hot work environment.
- 7. Informed this individual that I have have not detected a medical condition which would place this individual at an increased risk of material health impairment from exposure to asbestos; and
- 8. Informed this individual of the results of my examination and of any medical condition that may result from this individual's exposure to asbestos; and
- 9. Informed this individual of the health risks involved in smoking of the synergistic relationship between cigarette smoking and asbestos exposure in producing lung cancer, and that cessation of smoking will reduce the risk of lung cancer.

Comments and/or Limitations (if any) _____

GLANN TURNER ARN
Physician's printed name

[Signature]
Physician's Signature

813-759-1232
Physician's Phone Number

NOW CARE WALK-IN CLINIC / 1009 W BAKER ST / PLANT CITY, FL 33563
Physician's Address

SIMPSON ENVIRONMENTAL SERVICES, INC.

FIT TEST FORM

10/14/2019

Date

Perez, Samuel

Employee Name: Last, First, M.I.

6407

SSN

MODEL (TYPE): **NEGATIVE PRESSURE**

FACE PIECE & SIZE:

MANUFACTURER: MSA PAPER
SMALL MED LARGE

MANUFACTURER: NORTH HALF-FACE
SMALL MED LARGE

TYPE OF TEST (SACCHARIN or SMOKE): SMOKE

WST

CONDUCTOR/SUPERVISOR of TEST

These Fit Tests were conducted according to procedures outlined in the OSHA Asbestos Standards for Construction, 29 CFR 1926.1101, Appendix C. Each respirator was successfully tested based on the test subject accurately reporting to the test conductor that the challenge agent was not detected during testing.

It is the responsibility of the test subject to assess the comfort of the chosen respirator after a week of use and to use the respirator properly.

Active Environmental Training, LLC

PO Box 707 - Loughman, Florida - 33858 Ph #: 407-860-0369
Training Facility: 37826 Sky Ridge Circle Dade City, Florida 33525
active@activeet.com

Certifies that:

Angel Quezada

***-**-5583



Has Successfully Met the Requirements, Training and Passed the Exam for
Asbestos Accreditation as Required by AHERA, Section 206 TSCA Title II,
E.P.A. 40 CFR part 763, Appendix C to Subpart E,

AHERA Asbestos Worker Refresher (Spanish)

Provider #: 0005086
Course #: 0006350

Attended Class	Jan 4, 2020
Exam Date	Jan 4, 2020
Expiration Date	Jan 3, 2021

AET01042020WR12

Certificate Authentication Number


Maritza Ospina
Course Administrator

Active Environmental Training
Certificate Authentication Seal
Not Valid Without This Stamp
For verification Call 407-860-0369

This Certificate is not valid without
the authentication seal

Please avoid fraudulent activities by calling 407-860-0369 for authentication of this certificate

Active Environmental Training, LLC

PO Box 707 - Loughman, Florida - 33858 Ph #: 407-860-0369
Training Facility: 37826 Sky Ridge Circle Dade City, Florida 33525
active@activeet.com

Certifies that:

Angel Quezada

***_**-5583



Has Successfully Met the Requirements, Training and Passed the Exam for Lead Abatement Accreditation
as required by OSHA 29 CFR 1926.62 (I)
In the Discipline of:

8-Hour Lead Worker Refresher Course

Provider #: USF-09678

AET10122019LWA07

Certificate Authentication Number

Attended Class	Oct 12, 2019
Exam Date	Oct 12, 2019
Expiration Date	Oct 11, 2020

Roberto Morales
Course Administrator

Active Environmental Training
Certificate Authentication Seal
Not Valid Without This Stamp
For verification Call 407-860-0369

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PHYSICIAN'S WRITTEN OPINION - ASBESTOS

Employee's Name: Angel Quezada Social Security#: XXX-XX-5583

DATE OF SERVICE: 11/23/2019

Employee's Address: 37412 Howard Ave Dade City, FL 33525

"The above named individual was examined by me on (date) 11/23/19, and in accordance with all applicable portions of OSHA's Asbestos Standard for the Construction Industry, 29 CFR 1926.1101 with which I am familiar, I have CHECKED that I have performed the following."

1. Reviewed with this individual, his/her completed OSHA standardized Medical Questionnaire and Work History, directed towards the pulmonary, cardiovascular and gastrointestinal systems; and
2. Reviewed the employer's description of this individual's duties as they relate to asbestos exposure, the anticipated exposure level, the personal protective and respiratory equipment to be utilized by the individual and any additional medical information resulting from previous examinations; and
3. Conducted a physical examination of this individual with emphasis on the pulmonary, cardiovascular, and gastrointestinal systems including a pulmonary function test of forced vital capacity (FVC) and forced expiratory volume at one second (FEV-1); and
4. A two view chest roentgenogram was taken as a routine part of his/her examination.
5. Due to an abnormal reading on the routine chest roentgenogram the films were returned to the radiologist to be read by a 'B' reader in accordance with Appendix E of the Asbestos Standard; **REQUIRES PRE-AUTHORIZATION USE CPT CODE 7102026.**
6. Determined that this individual may may not use a respiratory device while performing his/her required employment duties; and is is not capable of working in a hot work environment.
7. Informed this individual that I have have not detected a medical condition which would place this individual at an increased risk of material health impairment from exposure to asbestos; and
8. Informed this individual of the results of my examination and of any medical condition that may result from this individual's exposure to asbestos; and
9. Informed this individual of the health risks involved in smoking of the synergistic relationship between cigarette smoking and asbestos exposure in producing lung cancer, and that cessation of smoking will reduce the risk of lung cancer.

Comments and/or Limitations (if any) _____

S. SMITH
Physician's printed name

[Signature]
Physician's Signature

813-759-1232
Physician's Phone Number

NOW CARE WALK-IN CLINIC / 1009 W BAKER ST / PLANT CITY, FL 33563
Physician's Address

SIMPSON ENVIRONMENTAL SERVICES, INC.

FIT TEST FORM

10/14/2019

Date

Quezada, Angel

Employee Name: Last, First, M.I.

5583

SSN

MODEL (TYPE): NEGATIVE PRESSURE

FACE PIECE & SIZE:

MANUFACTURER: MSA PAPR
SMALL MED LARGE

MANUFACTURER: NORTH HALF-FACE
SMALL MED LARGE

TYPE OF TEST (SACCHARIN or SMOKE): SMOKE



CONDUCTOR/SUPERVISOR of TEST

These Fit Tests were conducted according to procedures outlined in the OSHA Asbestos Standards for Construction, 29 CFR 1926.1101, Appendix C. Each respirator was successfully tested based on the test subject accurately reporting to the test conductor that the challenge agent was not detected during testing.

It is the responsibility of the test subject to assess the comfort of the chosen respirator after a week of use and to use the respirator properly.

Active Environmental Training, LLC

PO Box 707 - Loughman, Florida - 33858 Ph #: 407-860-0369
Training Facility: 37826 Sky Ridge Circle Dade City, Florida 33525
active@activeet.com

Certifies that:

Luis Rafael

***_**_9451



Has Successfully Met the Requirements, Training and Passed the Exam for
Asbestos Accreditation as Required by AHERA, Section 206 TSCA Title II,
E.P.A. 40 CFR part 763, Appendix C to Subpart E,

AHERA Asbestos Worker Refresher (Spanish)

Provider #: 0005086
Course #: 0006350

Attended Class	Jan 4, 2020
Exam Date	Jan 4, 2020
Expiration Date	Jan 3, 2021

AET01042020WR02

Certificate Authentication Number


Maritza Ospina
Course Administrator

Active Environmental Training
Certificate Authentication Seal
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For verification Call 407-860-0369

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Active Environmental Training, LLC

PO Box 707 - Loughman, Florida - 33858 Ph #: 407-860-0369
Training Facility: 37826 Sky Ridge Circle Dade City, Florida 33525
active@activeet.com

Certifies that:

Luis Rafael

***-**-9451



Has Successfully Met the Requirements, Training and Passed the Exam for Lead Abatement Accreditation
as required by OSHA 29 CFR 1926.62 (l)
In the Discipline of:

8-Hour Lead Worker Refresher Course

Provider #: USF-09678

AET10122019LWA04

Certificate Authentication Number

Attended Class	Oct 12, 2019
Exam Date	Oct 12, 2019
Expiration Date	Oct 11, 2020

[Signature]
Roberto Morales
Course Administrator

Active Environmental Training
Certificate Authentication Seal
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For verification Call 407-860-0369

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the authentication seal

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PHYSICIAN'S WRITTEN OPINION - ASBESTOS

Employee's Name: Luis Canter (Rafael) Social Security #: 765-19-9451

DATE OF SERVICE: 8-9-19

Employer's Address: 37219 Tall Ave
Midvale City, UT 84043 # 1335238119

The above named individual was examined in accordance with applicable portions of OSHA's Asbestos Standard for Air Pollution (29 CFR 1910.104) with which I am familiar, and I have performed the following:

- 1. Reviewed with this individual, as he completed OSHA standardized Medical Questionnaire and Work History oriented towards the pulmonary, cardiovascular and gastrointestinal systems; and
 - 2. Reviewed the employer's description of this individual's duties as they relate to asbestos exposure, the anticipated exposure level, the personal protective and respiratory equipment to be utilized by the individual and any additional medical information resulting from previous examinations; and
 - 3. Conducted a physical examination of this individual with emphasis on the pulmonary, cardiovascular, and gastrointestinal systems including a pulmonary function test of forced vital capacity (FVC) and forced expiratory volume at one second (FEV-1); and
 - 4. A two view chest roentgenogram was taken as a routine part of his/her examination.
- Due to an abnormal finding of a small right upper lobe nodule the film was returned to the radiologist for a follow up CT scan. The radiologist's report is as follows: **USE ICD CODE 710202**
- 5. Determined that this individual is may not is a respiratory fit for work while performing his/her regular job duties; and
 - 6. Informed this individual that he/she has has not has not detected a medical condition which would pose an individual an increased risk of occupational exposure to asbestos; and
 - 7. Informed this individual of the results of my examination and of any medical condition that may result from the individual's exposure to asbestos; and
 - 8. Informed this individual of the health risks involved in smoking of the synergistic relationship between cigarette smoking and asbestos exposure in producing lung cancer, and that cessation of smoking will reduce the risk of lung cancer.

LUIS CANTER MD

Physician's Phone Number: 662-222-1272

Physician's Name: LUIS CANTER MD License #: 123456789

SIMPSON ENVIRONMENTAL SERVICES, INC.

FIT TEST FORM

10/14/2019

Date

Cantero, Luis Rafael

Employee Name: Last, First, M.I.

9451

SSN

MODEL (TYPE): **NEGATIVE PRESSURE**

FACE PIECE & SIZE:

MANUFACTURER: MSA PAPR
SMALL MED LARGE

MANUFACTURER: NORTH HALF-FACE
SMALL MED LARGE

TYPE OF TEST (SACCHARIN or SMOKE): SMOKE

WBL
CONDUCTOR/SUPERVISOR of TEST

These Fit Tests were conducted according to procedures outlined in the OSHA Asbestos Standards for Construction, 29 CFR 1926.1101, Appendix C. Each respirator was successfully tested based on the test subject accurately reporting to the test conductor that the challenge agent was not detected during testing.

It is the responsibility of the test subject to assess the comfort of the chosen respirator after a week of use and to use the respirator properly.

Active Environmental Training, LLC

PO Box 707 - Loughman, Florida - 33858 Ph #: 407-860-0369
Training Facility: 37826 Sky Ridge Circle Dade City, Florida 33525
active@activeet.com

Certifies that:

Jesus Renteria

***-**-0543



Has Successfully Met the Requirements, Training and Passed the Exam for
Asbestos Accreditation as Required by AHERA, Section 206 TSCA Title II,
E.P.A. 40 CFR part 763, Appendix C to Subpart E,


AHERA Asbestos Worker Refresher (Spanish)

Provider #: 0005086
Course #: 0006350

Attended Class	Jan 4, 2020
Exam Date	Jan 4, 2020
Expiration Date	Jan 3, 2021

AET01042020WR08

Certificate Authentication Number


Maritza Ospina
Course Administrator

Active Environmental Training
Certificate Authentication Seal
Not Valid Without This Stamp
For verification Call 407-860-0369

This Certificate is not valid without
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Active Environmental Training, LLC

PO Box 707 - Loughman, Florida - 33858 Ph #: 407-860-0369
Training Facility: 37826 Sky Ridge Circle Dade City, Florida 33525
active@activeet.com

Certifies that:

Jesus Renteria

***-**-0543



Has Successfully Met the Requirements, Training and Passed the Exam for Lead Abatement Accreditation
as required by OSHA 29 CFR 1926.62 (I)
In the Discipline of:

8-Hour Lead Worker Refresher Course

Provider #: USF-09678

AET10122019LWA05

Certificate Authentication Number

[Signature]
Roberto Morales
Course Administrator

Active Environmental Training
Certificate Authentication Seal
Not Valid Without This Stamp
For verification Call 407-860-0369

Attended Class	Oct 12, 2019
Exam Date	Oct 12, 2019
Expiration Date	Oct 11, 2020

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the authentication seal

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PHYSICIAN'S WRITTEN OPINION - ASBESTOS

Employee's Name: Jesus Reuteria Social Security#: -0543

DATE OF SERVICE: _____

Employee's Address: P.O. Box 626 San Antonio FL 33676

"The above named individual was examined by me on (date) 12/2/19, and in accordance with all applicable portions of OSHA's Asbestos Standard for the Construction Industry, 29 CFR 1926.1101 with which I am familiar, I have CHECKED that I have performed the following."

- 1. Reviewed with this individual, his/her completed OSHA standardized Medical Questionnaire and Work History, directed towards the pulmonary, cardiovascular and gastrointestinal systems; and
- 2. Reviewed the employer's description of this individual's duties as they relate to asbestos exposure, the anticipated exposure level, the personal protective and respiratory equipment to be utilized by the individual and any additional medical information resulting from previous examinations; and
- 3. Conducted a physical examination of this individual with emphasis on the pulmonary, cardiovascular, and gastrointestinal systems including a pulmonary function test of forced vital capacity (FVC) and forced expiratory volume at one second (FEV-1); and
- 4. A two view chest roentgenogram was taken as a routine part of his/her examination.
- 5. _____ Due to an abnormal reading on the routine chest roentgenogram the films were returned to the radiologist to be read by a 'B' reader in accordance with Appendix E of the Asbestos Standard; **REQUIRES PRE-AUTHORIZATION USE CPT CODE 7102026.**
- 6. Determined that this individual may may not use a respiratory device while performing his/her required employment duties; and is is not capable of working in a hot work environment.
- 7. Informed this individual that I have have not detected a medical condition which would place this individual at an increased risk of material health impairment from exposure to asbestos; and
- 8. Informed this individual of the results of my examination and of any medical condition that may result from this individual's exposure to asbestos; and
- 9. Informed this individual of the health risks involved in smoking of the synergistic relationship between cigarette smoking and asbestos exposure in producing lung cancer, and that cessation of smoking will reduce the risk of lung cancer.

Comments and/or Limitations (if any) _____

S. S. J. A.
Physician's printed name

[Signature]
Physician's Signature

813-759-1232
Physician's Phone Number

NOW CARE WALK-IN CLINIC / 1006 W BAKER ST / PLANT CITY, FL 33563
Physician's Address

SIMPSON ENVIRONMENTAL SERVICES, INC.

FIT TEST FORM

10/14/2019

Date

Renteria, Jesus

Employee Name: Last, First, M.I.

0543

SSN

MODEL (TYPE): NEGATIVE PRESSURE

FACE PIECE & SIZE:

MANUFACTURER: MSA PAPR
SMALL MED LARGE

MANUFACTURER: NORTH HALF-FACE
SMALL MED LARGE

TYPE OF TEST (SACCHARIN or SMOKE): SMOKE

UJH
CONDUCTOR/SUPERVISOR of TEST

These Fit Tests were conducted according to procedures outlined in the OSHA Asbestos Standards for Construction, 29 CFR 1926.1101, Appendix C. Each respirator was successfully tested based on the test subject accurately reporting to the test conductor that the challenge agent was not detected during testing.

It is the responsibility of the test subject to assess the comfort of the chosen respirator after a week of use and to use the respirator properly.

Active Environmental Training, LLC

PO Box 707 - Loughman, Florida - 33858 Ph #: 407-860-0369
Training Facility: 37826 Sky Ridge Circle Dade City, Florida 33525
active@activeet.com

Certifies that:J

Edy D Vazquez Garcia

***-**-1304



Has Successfully Met the Requirements, Training and Passed the Exam for Asbestos Accreditation as Required by AHERA, Section 206 TSCA Title II, E.P.A. 40 CFR part 763, Appendix C to Subpart E, In the Discipline of:

AHERA Asbestos Worker Initial

Provider #: 0005086
Course #: 0006355

AET10182019WI03

Certificate Authentication Number


Roberto Morales
Course Administrator

Active Environmental Training
Certificate Authentication Seal
Not Valid Without This Stamp
For verification Call 407-860-0369

Attended Class	Oct 15-18, 2019
Exam Date	Oct 18, 2019
Expiration Date	Oct 17, 2020

This Certificate is not valid without the authentication seal

Please avoid fraudulent activities by calling 407-860-0369 for authentication of this certificate

Active Environmental Training, LLC

PO Box 707 - Loughman, Florida - 33858 Ph #: 407-860-0369
Training Facility: 37826 Sky Ridge Circle Dade City, Florida 33525
active@activeet.com

Certifies that:

Edy D Velazquez

***-**-1304



Has Successfully Met the Requirements, Training and Passed the Exam for Lead Abatement Accreditation
as required by OSHA 29 CFR 1926.62 (I)
In the Discipline of:

8-Hour Lead Worker Refresher Course

Provider #: USF-09678

AET10162019LWR01

Certificate Authentication Number

Roberto Morales
Course Administrator

Attended Class	Oct 16, 2019
Exam Date	Oct 16, 2019
Expiration Date	Oct 15, 2020

Active Environmental Training
Certificate Authentication Seal
Not Valid Without This Stamp
For verification Call 407-860-0369

This Certificate is not valid without
the authentication seal

Please avoid fraudulent activities by calling 407-860-0369 for authentication of this certificate

Active Environmental Training, LLC

PO Box 707 - Loughman, Florida - 33858 Ph #: 407-860-0369
Training Facility: 37826 Sky Ridge Circle Dade City, Florida 33525
active@activeet.com

Certifies that:

Edy Vazquez Garcia

***_**-1304



Has Successfully Met the Requirements, Training and Passed the Exam for Hazardous Waste Operations and Emergency Response Standard Accreditation as required by OSHA 29 CFR 1910.120 (e)(3)(iv) In the Discipline of:

40-Hour HAZWOPER Training

Provider #: USF-09678

AET04042020HWPR04

Certificate Authentication Number

[Signature]
Roberto Morales
Course Administrator

Active Environmental Training
Certificate Authentication Seal
Not Valid Without This Stamp
For verification Call 407-860-0369

Attended Class	March 31- April 4, 2020
Exam Date	April 4, 2020
Expiration Date	Apr 4, 2021

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PHYSICIAN'S WRITTEN OPINION - ASBESTOS

Employee's Name: Edy D. Vazquez Garcia Social Security#: 1304

DATE OF SERVICE: 11/5/2019

Employee's Address: 37439 Howard Ave. Apt. 15 Dade City, FL 3352

"The above named individual was examined by me on (date) 11/5/2019 and in accordance with all applicable portions of OSHA's Asbestos Standard for the Construction Industry, 29 CFR 1926.1101 with which I am familiar, I have CHECKED that I have performed the following."

1. Reviewed with this individual, his/her completed OSHA standardized Medical Questionnaire and Work History, directed towards the pulmonary, cardiovascular and gastrointestinal systems; and
2. Reviewed the employer's description of this individual's duties as they relate to asbestos exposure, the anticipated exposure level, the personal protective and respiratory equipment to be utilized by the individual and any additional medical information resulting from previous examinations; and
3. Conducted a physical examination of this individual with emphasis on the pulmonary, cardiovascular, and gastrointestinal systems including a pulmonary function test of forced vital capacity (FVC) and forced expiratory volume at one second (FEV-1); and
4. A two view chest roentgenogram was taken as a routine part of his/her examination.
5. Due to an abnormal reading on the routine chest roentgenogram the films were returned to the radiologist to be read by a 'B' reader in accordance with Appendix E of the Asbestos Standard; **REQUIRES PRE-AUTHORIZATION USE CPT CODE 7102026.**
6. Determined that this individual may may not use a respiratory device while performing his/her required employment duties; and is is not capable of working in a hot work environment.
7. Informed this individual that I have have not detected a medical condition which would place this individual at an increased risk of material health impairment from exposure to asbestos; and
8. Informed this individual of the results of my examination and of any medical condition that may result from this individual's exposure to asbestos; and
9. Informed this individual of the health risks involved in smoking of the synergistic relationship between cigarette smoking and asbestos exposure in producing lung cancer, and that cessation of smoking will reduce the risk of lung cancer.

Comments and/or Limitations (if any) _____

Physician's printed name: S. Spratt Physician's Signature: [Signature]

813-759-1232
Physician's Phone Number

NOW CARE WALK-IN CLINIC / 1009 W BAKER ST / PLANT CITY, FL 33563
Physician's Address

Qualitative Respirator Fit-Test Form

1.

Date

10-16-2019

Employee Name

Edy D. Vazquez

Social Sec. Number

- - - - - 13-04

Employee Signature



2. Respirator Selected

	Respirator 1	Respirator 2	Respirator 3
Manufacturer	NORTH	NORTH	MSA
Model	1/2 Face 7700	Full Face	PAPR
Size	M	M	N/A
Passed (Y/N)	YES	YES	N/A

3. Testing Agent

Isoamyl Acetate (Isopentyl Acetate)

Sodium Saccharin Solution

Irritant Smoke (Stannic Chloride)

Other

XX

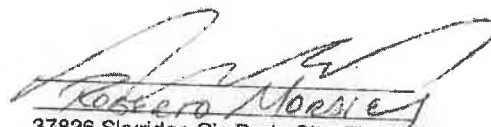
4. Due Date for next Fit-Test (Annually):

OCT 16 - 2020.

5. I attest that this Qualitative Respirator Fit-Test was performed in compliance with 29 CFR 1926.1101, Appendix c (7-1-97 Edition) and Appendix A to 29CFR 1910.124, as published in January 8, 1998 Federal Register (63Fr 1276). RLC Initial

6. Fit Test Conductor Information:

- A. Signature:
- B. Printed/Typed Name
- C. Address:
- D. Title:
- E. Phone Number:
- F. Email:


 Roberto Noeske
 37826 Skyridge Cir. Dade City, FL. 33525
 Fit Test Administrator
 407-860-0369
 active@activeet.com

Active Environmental Training, LLC

PO Box 707 - Loughman, Florida - 33858 Ph #: 407-860-0369
Training Facility: 37826 Sky Ridge Circle Dade City, Florida 33525
active@activeet.com

Certifies that:

Gonzalo Zea Peña

***-**-5188



Has Successfully Met the Requirements, Training and Passed the Exam for
Asbestos Accreditation as Required by AHERA, Section 206 TSCA Title II,
E.P.A. 40 CFR part 763, Appendix C to Subpart E,

AHERA Asbestos Worker Refresher (Spanish)

Provider #: 0005086
Course #: 0006350

Attended Class	Jan 4, 2020
Exam Date	Jan 4, 2020
Expiration Date	Jan 3, 2021

AET01042020WR04

Certificate Authentication Number

Maritza Ospina
Course Administrator

Active Environmental Training
Certificate Authentication Seal
Not Valid Without This Stamp
For verification Call 407-860-0369

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the authentication seal

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PHYSICIAN'S WRITTEN OPINION - ASBESTOS

Employee's Name: Gonzalo Pena Social Security#: 5789

DATE OF SERVICE: 3/7/20

Employee's Address: 6901 Oak Crest Way

"The above named individual was examined by me on (date) MAR 07 2020, and in accordance with all applicable portions of OSHA's Asbestos Standard for the Construction Industry, 29 CFR 1926.1101 with which I am familiar, I have CHECKED that I have performed the following."

- 1. Reviewed with this individual, his/her completed OSHA standardized Medical Questionnaire and Work History directed towards the pulmonary, cardiovascular and gastrointestinal systems; and
- 2. Reviewed the employer's description of this individual's duties as they relate to asbestos exposure, the anticipated exposure level, the personal protective and respiratory equipment to be utilized by the individual and any additional medical information resulting from previous examinations; and
- 3. Conducted a physical examination of this individual with emphasis on the pulmonary, cardiovascular, and gastrointestinal systems including a pulmonary function test of forced vital capacity (FVC) and forced expiratory volume at one second (FEV-1); and
- 4. A two view chest roentgenogram was taken as a routine part of his/her examination.
- 5. Due to an abnormal reading on the routine chest roentgenogram the films were returned to the radiologist to be read by a 'B' reader in accordance with Appendix E of the Asbestos Standard; **REQUIRES PRE-AUTHORIZATION USE CPT CODE 7102026.**
- 6. Determined that this individual may may not use a respiratory device while performing his/her required employment duties; and is is not capable of working in a hot work environment.
- 7. Informed this individual that I have have not detected a medical condition which would place this individual at an increased risk of material health impairment from exposure to asbestos; and
- 8. Informed this individual of the results of my examination and of any medical condition that may result from this individual's exposure to asbestos; and
- 9. Informed this individual of the health risks involved in smoking of the synergistic relationship between cigarette smoking and asbestos exposure in producing lung cancer, and that cessation of smoking will reduce the risk of lung cancer.

Comments and/or Limitations (if any)

Joseph E Schreier, D.O.
Physician's printed name

[Signature]
Physician's Signature

813-759-1232
Physician's Phone Number

NOW CARE WALK-IN CLINIC / 1009 W BAKER ST / PLANT CITY, FL 33563
Physician's Address

SIMPSON ENVIRONMENTAL SERVICES, INC.

FIT TEST FORM

10/14/2019
Date

Zea-Pena, Gonzalo
Employee Name: Last, First, M.I.

5188
SSN

MODEL (TYPE): **NEGATIVE PRESSURE**

FACE PIECE & SIZE:

MANUFACTURER: **MSA PAPR**
SMALL MED LARGE

MANUFACTURER: **NORTH HALF-FACE**
SMALL MED LARGE

TYPE OF TEST (SACCHARIN or SMOKE): **SMOKE**

VBh
CONDUCTOR/SUPERVISOR of TEST

These Fit Tests were conducted according to procedures outlined in the OSHA Asbestos Standards for Construction, 29 CFR 1926.1101, Appendix C. Each respirator was successfully tested based on the test subject accurately reporting to the test conductor that the challenge agent was not detected during testing.

It is the responsibility of the test subject to assess the comfort of the chosen respirator after a week of use and to use the respirator properly.

RESPONDENT'S EXPERIENCE/QUALIFICATIONS

SES has brought together a core management team of experienced abatement supervisors in addition to several key members from the environmental consulting industry in order to elevate the knowledge, professionalism and innovative experience we can deliver beyond our industry competitors. Our executive management group has worked with private, institutional, industrial, and governmental clients.



Tim Yaeger, President / Project Manager
Florida Licensed Mechanical Contractor, Mold Remediator and Asbestos Contractor and NADCA Certificate Holder

Tim has over 25 years of experience in the environmental services industry, including the completion of over 1000 asbestos and/or lead paint abatement, duct cleaning, demolition and mold remediation projects.



Shawn Brigham, Vice-President / Project Manager
Florida Licensed Mold Remediator, Mechanical Contractor, Building Contractor, Asbestos Contractor and IICRC ICRA Water Damage Restoration Registered

Shawn has over 29 years of experience in indoor air quality remediation industry as both a consultant and project manager.



Casey Mattox, Vice-President / Project Manager
Florida Licensed General Contractor

With over 20 years of experience in the environmental services industry, Casey has completed over 1,000 asbestos, mold remediation, demolition, and duct cleaning projects.



Wayne Reittinger, Corporate Secretary

Wayne has over 20 years of experience in the environmental services industry and is proficient in all aspects of office management.

Experience and Qualifications of Key Personnel

The key personnel (Project Managers and Supervisors) of Simpson Environmental Services, LLC have over 85 years' experience in the asbestos abatement industry. These personnel have completed projects totaling over \$220 million dollars. Our personnel have proven production techniques that assure our clients their specified schedules and budgets will be met.

Principals: Tim Yaeger - President
Shawn Brigham - Vice President
Casey Mattox – Vice President
Wayne Reittinger - Corporate Secretary

Established: 2019

The above team was formally known as Simpson Environmental Services, Inc, (2005 – 2019) and subsequently reincorporated as Simpson Environmental Services, LLC late 2019. These individuals are already experienced with you and understand your needs and requirements

SES has established offices in three locations throughout the state of Florida. Our corporate office is located in Trilby Florida near Dade City. We also have offices in the Orlando and Miami areas. Because of the strategically placed offices, OCPS can depend on Simpson Environmental to respond quickly when needed to perform asbestos abatement and lead based paint removal activities.

Simpson Environmental Services, LLC is a state licensed mold remediation, mechanical, asbestos, and general contracting firm. Our employees have vast asbestos and lead abatement industry knowledge and are well versed in all EPA and OSHA rules and regulations. Therefore, OCPS can be fully confident that all applicable federal, state, and local laws, ordinances, codes, and regulations will be followed on all OCPS projects.

The management and administrative personnel that will be directly involved in this project and their roles and responsibilities are as follows:

Shawn E. Brigham, Vice President

Mr. Brigham will be the Client Contact and Project Manager for this contract. He will be the primary contact person for OCPS, consultant, and our on-site supervisor. Mr. Brigham will be responsible for inspecting each site that requires remediation and will provide OCPS with a price proposal utilizing our approved unit rates based on his findings. The supervisors that will be working on this project report directly to Mr. Brigham, therefore he will be accountable for ensuring that our work is performed in a professional manner closely following OCPS's Scope of Services.

An abbreviated resume for Mr. Brigham follows:

- Certified Mold Remediator
- Certified Mechanical Contractor
- Certified Asbestos Contractor
- Certified Building Contractor
- IICRC ICRA Water Damage Restoration Registered
- AHERA Accredited Inspector/Management Planner, and Supervisor.
- NIOSH 582 certified

Work experience includes Law Engineering/MACTEC Engineering and Consulting, Inc, GLE and Associates, Simpson Environmental Services, Inc.

Project experience:

- 1989 – 1997 Law Engineering, Inc. -Industrial Hygienist
- 1997 – 1998 GLE & Associates, Inc. - Project Manager and Inspector of asbestos abatement, lead abatement, and indoor air quality projects.
- 1998 – 2005 Law Engineering and Environmental Services, Inc. /MACTEC Engineering and Consulting, Inc - Project Manager/Resource Manager, Industrial Hygienist of asbestos abatement, lead abatement and indoor air quality projects.
- 2005 – Simpson Environmental Services, Inc. and Simpson Environmental Services, LLC – Office, Client and Project Manager of Indoor Air Quality Remediation, duct cleaning, asbestos and lead paint abatement, and interior demolition projects.

Mr. Brigham's responsibilities for this contract include but are not limited to following:

- Daily operations and administration of the Central Florida Office
- General Project Administration
- Project coordination with business office for payroll, insurance and job cost
- Project Management
- Oversees contractual obligation
- Evaluation of projects and project performance
- Estimation and coordination of workforce
- Pre-job, post job submittals and notifications
- Estimating
- Support to project personnel
- Determines project schedule
- Selection of subcontractors
- Coordinates project with Project Supervisor
- Punch list and final inspections

Tim Yaeger, President

As our President and Corporate Safety Officer, Mr. Yaeger will ensure compliance of all Federal, State and Local regulations. In addition, Mr. Yaeger will monitor the company's compliance with our Health and Safety plan

An abbreviated resume for Mr. Yeager follows:

- Certified Mechanical Contractor
- Certified Asbestos Contractor
- Certified Mold Remediator
- Member of National Air Duct Cleaners Association
- Accredited AHERA Asbestos Building Inspector
- Accredited AHERA Supervisor

Work experience includes Simpson & Associates, Inc., Cross Environmental Services, Inc. and Simpson Environmental Services, Inc.

Project experience:

- 1995 – 2001 Simpson & Associates, Inc. - Performed asbestos abatement, lead paint abatement, microbial remediation, and interior demolition as Supervisor and Project Manager.
- 2001 – 2005 Cross Environmental Services, Inc. - Project Manager of asbestos abatement, lead paint abatement, microbial remediation, and interior demolition projects.
- 2005 – Simpson Environmental Services, Inc. and Simpson Environmental Services, LLC - Project Manager of asbestos abatement, duct cleaning, lead paint abatement, microbial remediation, and interior demolition projects.

Mr. Yeager's responsibilities for this contract include but are not limited to the following:

- Oversees the safety program for the company
- General Project Administration
- Evaluation of projects and project performance

Wayne Reittinger – Corporate Secretary / Office Manager

Mr. Reittinger is responsible for insurance compliance, subcontract agreements, bonding, and accounts receivable.

Project Professionals and Administrative Support

The administrative staff in our corporate business office will be responsible that all paperwork is completed and forwarded to OCPS with all billings following review and approval by the Project Manager. We have included abbreviated resumes for other key professional individuals of our firm:

Casey Mattox- Estimator/Project Manager

- Certified General Contractor
- Certified Underground Utility and Excavation Contractor
- Certified Mold Remediator
- AHERA Accredited Supervisor

Work experience includes Harrison Contracting Inc., Cross Construction Company, Samurai Construction Company, and Simpson Environmental Services, Inc.

Project experience:

- 1985 – 1988 Harrison Contracting, Inc. - Performed asbestos abatement and interior demolition as a Supervisor.
- 1988 - 1990 Cross Construction Company - Performed asbestos abatement, lead based paint abatement, and interior demolition as a Supervisor and Project Manager.
- 1990 - 1995 Samurai Construction Company - Performed asbestos abatement, lead paint abatement, and interior demolition as a Supervisor and Project Manager.
- 1995 - 2005 Partner in a family business.

2005 – Simpson Environmental Services, Inc. and Simpson Environmental Services, LLC - Project Manager of asbestos abatement, duct cleaning, lead paint abatement, microbial remediation, and interior demolition projects.

In addition to the above, Simpson Environmental Services has **10 full time** accredited supervisors, **60 full time** accredited workers and **4 full time** office administrative assistants. We also have the ability to immediately add staff as project needs dictate.

Our project supervisor's responsibilities include but are not limited to the following:

- On-site supervision of Simpson Environmental personnel
- Job site safety
- Daily reports
- Field management

SIMPSON ENVIRONMENTAL SERVICES, INC.

REFERENCES

Ms. Carol L. Thoma
District School Board of Pasco County
11815 Tree Breeze Drive
New Port Richey, FL 34654
727-774-7947, Fax: 813-289-5474, Email: CThoma@Pasco.k12.fl.us
Performed numerous asbestos abatement, demolition, duct cleaning and mold remediation projects since 2005

Ms. Dawn Creech
Polk County School Board
1915 South Floral Avenue
Bartow, FL 32831
863-519-8511, Fax: 863-519-8255, Email: Dawn.Creech@Polk-fl.net
Performed numerous asbestos abatement, demolition, duct cleaning, lead paint abatement and mold remediation projects since 2005

Mr. Steve Cornelius
Polk County Facilities Management
2160 Marshall Edwards Drive
Bartow, FL 33830
863-534-5511, Fax: 863-534-5542, Email: SteveCornelius@Polk-county.net
Performed numerous asbestos abatement, demolition, duct cleaning, and mold remediation projects since 2005

Ms. Florence Fowler
Florida Department of Transportation
719 S Woodland Blvd., MS551
DeLand FL 32720-6834
386-943-5088, Email: Florence.Fowler@dot.state.fl.us
Performed numerous asbestos abatement, and demolition projects since 2012

Ms. Ivy Fradin
The BG Group, LLC
1140 Holland Drive
Suite 19
Boca Raton FL 33487
561-715-0530, Fax: 561-999-5962, Email: Ivy@TheBGGroup.net
Performed numerous asbestos abatement projects since 2005

OCCUPATIONAL LICENSE

PASCO COUNTY BUSINESS TAX RECEIPT

2020

Expires September 30th

Issued pursuant and subject to Florida Statutes and Pasco County Ordinances. Issuance does not certify compliance with zoning or other laws. This receipt must be posted conspicuously in place of business.



ACCOUNT #: 81786

SIC CODE: 1522.00

SIMPSON ENVIROMENTAL SERVICES INC

PO BOX 735
TRILBY, FL 33593-0735

MIKE FASANO
TAX COLLECTOR
PASCO COUNTY FLORIDA

TYPE OF BUSINESS
GENERAL CONTRACTOR
STATE LICENSE #
CGC1509069

OWNER/QUALIFYING AGENT
SIMPSON WILTON

LOCATION ADDRESS:
21310 US HIGHWAY 98 N
DADE CITY, FL 33523

DATE	RECEIPT	AMOUNT
07/25/2019	19-1-118372	31.25

PASCO COUNTY BUSINESS TAX RECEIPT

2020

Expires September 30th

Issued pursuant and subject to Florida Statutes and Pasco County Ordinances. Issuance does not certify compliance with zoning or other laws. This receipt must be posted conspicuously in place of business.



ACCOUNT #: 60179

SIC CODE: 1541.01

SIMPSON ENVIRONMENTAL SERVICES INC

PO BOX 735
TRILBY, FL 33593-0735

MIKE FASANO
TAX COLLECTOR
PASCO COUNTY FLORIDA

TYPE OF BUSINESS
ASBESTOS CONTRACTOR
STATE LICENSE #
CJC056717

OWNER/QUALIFYING AGENT
SIMPSON WILTON E

LOCATION ADDRESS:
21310 US HIGHWAY 98 N
DADE CITY, FL 33523

DATE	RECEIPT	AMOUNT
07/29/2019	19-1-118741	53.75

PASCO COUNTY BUSINESS TAX RECEIPT

2020

Expires September 30th

Issued pursuant and subject to Florida Statutes and Pasco County Ordinances. Issuance does not certify compliance with zoning or other laws. This receipt must be posted conspicuously in place of business.



ACCOUNT #: 83456

SIC CODE: 1711.01

SIMPSON ENVIRONMENTAL SERVICES INC

PO BOX 735
TRILBY, FL 33593-0735

MIKE FASANO
TAX COLLECTOR
PASCO COUNTY FLORIDA

TYPE OF BUSINESS
MECHANICAL CONTRACTOR
STATE LICENSE #
CMC1249368

OWNER/QUALIFYING AGENT
YAEGER TIM

LOCATION ADDRESS:
21310 US HIGHWAY 98 N
DADE CITY, FL 33523

DATE	RECEIPT	AMOUNT
07/22/2019	19-1-117224	31.25



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ASBESTOS LICENSING UNIT

THE ASBESTOS CONTRACTOR HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

YAEGER, TIM ROBERT
SIMPSON ENVIRONMENTAL SERVICES INC
P.O. BOX 263
TRILBY FL 33593-0263

LICENSE NUMBER: CJC1154163

EXPIRATION DATE: NOVEMBER 30, 2020

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ASBESTOS LICENSING UNIT

THE ASBESTOS CONTRACTOR HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

BRIGHAM, SHAWN ELLIOT
SIMPSON ENVIRONMENTAL SERVICES INC
1580 UTICA TRAIL
LAKE MARY FL 32746

LICENSE NUMBER: CJC1154188

EXPIRATION DATE: NOVEMBER 30, 2020

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Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

ASBESTOS LICENSING UNIT

THE ASBESTOS BUSINESS ORGANIZATION HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

SIMPSON ENVIRONMENTAL SERVICES, INC.

TIM R YAEGER
21310 US HWY 98 NORTH
TRILBY FL 33593

LICENSE NUMBER: ZA336

EXPIRATION DATE: NOVEMBER 30, 2021

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Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

MOLD-RELATED SERVICES LICENSING PROGRAM

THE MOLD REMEDIATOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

YAEGER, TIM ROBERT

P.O. BOX 263

TRILBY

FL 33593-0263

LICENSE NUMBER: MRSR2325

EXPIRATION DATE: JULY 31, 2022

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Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

MOLD-RELATED SERVICES LICENSING PROGRAM

THE MOLD REMEDIATOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

BRIGHAM, SHAWN ELLIOT

465 DANCING WATER DRIVE
WINTER SPRINGS FL 32708

LICENSE NUMBER: MRSR1304

EXPIRATION DATE: JULY 31, 2022

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Halsey Beshears, Secretary



**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

MATTOX, CASEY FRANKLIN

SIMPSON ENVIRONMENTAL SERVICES, LLC
21310 HIGHWAY 98 NORTH
TRILBY FL 33593

LICENSE NUMBER: CGC1524454

EXPIRATION DATE: AUGUST 31, 2022

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Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BRIGHAM, SHAWN ELLIOT
SIMPSON ENVIRONMENTAL SERVICES, LLC
21310 HIGHWAY 98 NORTH
TRILBY, FL 33593

LICENSE NUMBER: CBC1261029

EXPIRATION DATE: AUGUST 31, 2022

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United States Environmental Protection Agency

This is to certify that

Simpson Environmental Services, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires April 15, 2023

LBP-116208-2

Certification #

February 12, 2020

Issued On



A handwritten signature in black ink, appearing to read "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

United States Environmental Protection Agency

This is to certify that



Simpson Environmental Services, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

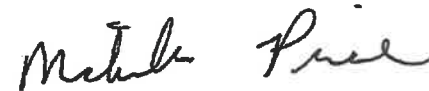
This certification is valid from the date of issuance and expires April 15, 2024

NAT-116208-2

Certification #

January 12, 2017

Issued On



Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



Ron DeSantis, Governor

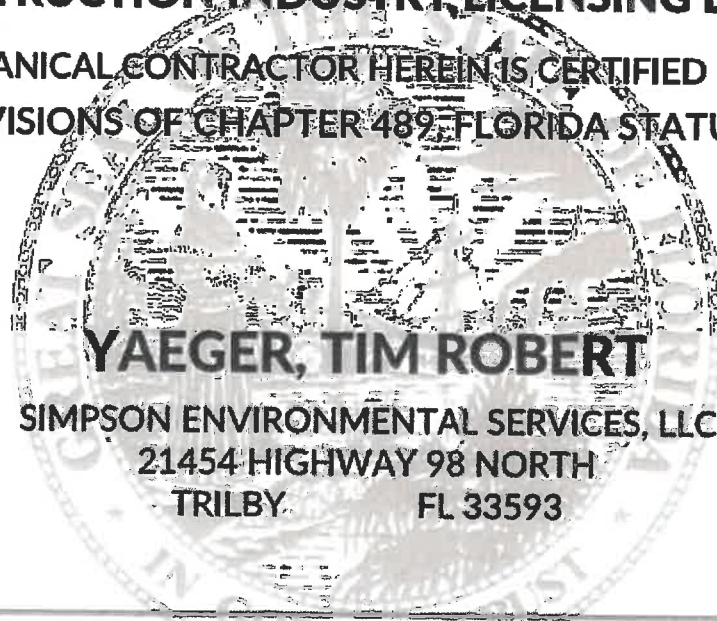
Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MECHANICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



YAEGER, TIM ROBERT

**SIMPSON ENVIRONMENTAL SERVICES, LLC
21454 HIGHWAY 98 NORTH
TRILBY FL 33593**

LICENSE NUMBER: CMC1249368

EXPIRATION DATE: AUGUST 31, 2022

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Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MECHANICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BRIGHAM, SHAWN ELLIOT
SIMPSON ENVIRONMENTAL SERVICES, LLC
465 DANCING WATER DRIVE
WINTER SPRINGS FL 32708

LICENSE NUMBER: CMC1249837

EXPIRATION DATE: AUGUST 31, 2022

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***This document certifies that
Simpson Environmental Services, Inc.
Trilby, FL USA
Is a Regular Member in good standing for the year
07/01/2020 - 06/30/2021
Member Since: 06/01/2005***



1. We will serve our customers with integrity and competence.
2. We will perform our work using source removal methods, in accordance with ACR, the NADCA Standard (current version).
3. We will be honest and forthright in our advertising and marketing.
4. We will provide our clients with accurate inspections and evaluations of the cleanliness and physical condition of their HVAC systems, using this information to determine the type of cleaning and maintenance services required, if any.
5. We will provide only necessary and desired services to our clients, and will not use furnace/air duct cleaning as a means of selling unnecessary or unwanted products or services.
6. We will provide services only after completing the necessary bonding and licensing procedures.
7. We will stay abreast of new developments in technology, tools of the trade, building codes, the Uniform Mechanical Code, and any other codes or information that directly affects our work.
8. We will require that all employees of our firm practice furnace/air duct cleaning in accordance with NADCA Guidelines and the NADCA Code of Ethics.
9. We will perform our services in accordance with the current published standards of the association.

The NADCA Ethics Committee shall hear and investigate charges of unethical or illegal conduct between concerned parties, and will make recommendations to the Board of Directors concerning the resolution of those charges.

NADCA President

NADCA Chief Executive Officer

NADCA • 1120 Route 73 • Suite 200 • Mt. Laurel, NJ 08054



NATIONAL AIR DUCT CLEANERS ASSOCIATION

Certifies

Tim Yaeger

With

Simpson Environmental Services, Inc.

as an

Air Systems Cleaning Specialist (ASCS)

This certificate holder is qualified to serve as a project manager for residential and commercial HVAC cleaning and restoration projects, including remediation of microbial contaminants within HVAC systems.

This certificate holder also qualifies as a Ventilation System Mold Remediator (VSMR).

This certificate is valid until the expiration date shown below and is renewable.

06/30/2021
Expiration Date



The HVAC Inspection, Cleaning
& Mold Remediation Association

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5210504
Certification Number

05/21/2005
Certified Since

EQUIPMENT CERTIFICATION






Product Family
7700 Series Half Mask

The benchmark in half masks. Made from 100% medical grade silicone, the wide sealing area provides exceptional fit and comfort. Cradle suspension features woven straps that provide for maximum mobility without sacrificing support. Easily converts to PAPR or supplied air.



Product Numbers & Ordering Information

Product Numbers	Details
 <p>70030L</p>	<p>Half Mask, Silicone, Large Half Mask, silicone, with dual cartridge connectors. Size Large</p>
 <p>70030M</p>	<p>Half Mask, Silicone, Medium Half Mask, silicone, with dual cartridge connectors. Size Medium</p>
 <p>70030S</p>	<p>Half Mask, Silicone, Small Half Mask, silicone, with dual cartridge connectors. Size Small</p>

Additional Information

Air purifying cartridges & filters, blower and battery for PAPR, and continuous flow components sold separately.

Packaging Information

Includes one facepiece.

Hazardous Materials

Not Applicable

Overview

Key Features

Converts to PAPR or supplied air respirator. Latex free. Lower headstraps stretch and move with the worker for more comfort without pulling on the facepiece. The benchmark in half masks designed to provide maximum comfort, fit and performance. Upper headstraps have minimum give to provide secure support. Various thickness in sealing area for improved comfort and support - more support around the chin area and more flexibility on the nose bridge. Wide, contoured sealing area for great fit.

7700 Series Half Mask (North Brand)

Recommended Industries/Use

- Chemical
- Government
- Manufacturing
- Steel and Metals

Hazards

- Airborne Particulates
- Chemical
- Contamination
- Gas, Vapors, Smoke

Regulations

- Regulation - NIOSH Certified for use with North N Series filters and cartridges, Compact Air PAPR and CF2000 Supplied Air Respirator.

Historical Brand

North

Warranty Information

Honeywell Safety Products warrants the 7700 Series to the original owner to be free from defects in materials and workmanship for a period of one (1) year from the date of original shipment from Honeywell's factory. Honeywell's obligation under this warranty will be, at Honeywell's option, to repair or replace without charge this facepiece or any of its components found by Honeywell to have been defective during the warranty period, under the following terms: 1) The warranty claim is made (i) by the owner who purchased this facepiece new from Honeywell or an authorized Honeywell Distributor, and (ii) not more than three (3) months after the end of the warranty period. 2) This facepiece or component is found by Honeywell to have been defective in normal use and service during the warranty period of one (1) year from the date of purchase by the owner. 3) This facepiece or component is returned freight prepaid to Honeywell, either to its factory or to a Honeywell authorized service center, and is thereafter returned to the owner freight collect. 4) This warranty does not apply to (i) any respirator or component found by Honeywell to have become defective as a result of any accident, alteration, misuse, abuse, or servicing with parts not approved by Honeywell; or (ii) deterioration or aging of any component made of rubber or other elastomer since such components can be adversely affected by undue exposure to heat, sun, water, chemicals, ozone or other deteriorating elements; (iii)) facepiece lens, compressed-air cylinders and parts that become defective through normal use. The decision as to what constitutes normal use shall be made solely by HONEYWELL SAFETY PRODUCTS. 5) To maintain this warranty, the purchaser must perform maintenance and inspections as set forth in the Instruction Manual which shall include prompt replacement or repair of defective parts, and replacement of parts per the maintenance schedule as set forth in the User's Instructions. THE OWNER ASSUMES ALL OTHER RISKS, IF ANY, SUCH AS THE RISK OF ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE PRODUCT. SERVICING HONEYWELL SAFETY PRODUCTS RESPIRATORS WITH PARTS NOT APPROVED BY HONEYWELL WILL VOID THIS WARRANTY AND THE NIOSH APPROVAL FOR THE RESPIRATOR UNIT. THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED AND MAY NOT BE VARIED OR EXTENDED EXCEPT IN WRITING BY AN AUTHORIZED OFFICIAL OF HONEYWELL SAFETY PRODUCTS

Specifications

Cartridge Connectors

- Polypropylene

Facepiece Material

- Silicone

Headstraps

- Nylon, woven elastic, latex free

Sizes

- Three

Training & Proper Use

Refer to User Instructions for use, cleaning and storage.

Technical Support

800-873-5242

[HOME](#) → HONEYWELL PARTICULATE PREFILTER, NORTH, 2 PER PACK



Honeywell Particulate Prefilter, North, 2 Per Pack

SKU #: 5056 CATALOG #: 52473

Due to high demand, this product is currently out of stock.



Details

North® 7580P100 Particulate Prefilter For Use with North® Full or Half Mask Respirators.

North® air purifying 7580P100 filters provide respiratory protection against aerosol by removing dusts, mist, fumes, fibers, and other particles. Filters do not remove gases or vapors, or correct for oxygen deficiency. North® safety P100 particulate HEPA filters provide 99.97% minimum filter efficiency. Typical applications include but are not limited to asbestos or mold removal and lead abatement. Air purifying respirators with filters provide respiratory protection against aerosol by removing dusts, mist, fumes, fibers, and other particles. Filters do not remove gases or vapors, or correct for oxygen deficiency. End of service life for filters is normally determined by the increase in breathing resistance sensed by the user. When it becomes difficult to breathe comfortably, the filters should be replaced.

Standard/Approvals: NIOSH Approved

Application: Chemical, Government, Manufacturing and Oil and Gas

99.97% Efficiency, Magenta

[More Information](#)



[Related Documents](#)



RELATED PRODUCTS



Honeywell Half-Face Respirator with Nosecup, North, Size M

Due to high demand, this product is currently out of stock.



Honeywell Half-Face Respirator, North, Dual Cartridge, Size L

Due to high demand, this product is currently out of stock.

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Mastercraft P41512WAF 15 Gallon Wet / Dry Poly Tank Vacuum with HEPA Filter, no Tools or Hose

Item No. 54140

\$865.00
1 ADD TO CART

Mastercraft 15 Gallon Wet / Dry Vacuum with HEPA Filter

The Mastercraft P41512WAF Hazardous waste vacs with HEPA filtration is designed for the removal of mold, ceramic dust, aluminum, fiberglass and many other hazardous materials. Designed for use in clean rooms, hospitals, restoration sites and industrial plants or wherever air and dust pollutants exist. All units are equipped with the HEPA filter system, consisting of a certified absolute filter, double layer intermediary micro filter and totally enclosed two ply disposable paper filter bag. The HEPA filter has a metal outer casing and micro-fibered glass paper filter media separated by corrugated aluminum sheeting that is encased in a protective steel screening.

Replacement Parts
[16" HEPA Filter 99.9% Efficiency](#)

Technical Specifications

Style	Wet/Dry
Horsepower	2
Waterlift	106
CFM	112
Capacity	2 bushel/15 gallon



No Tools or Hose Included

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Prices and product availability are subject to change without notice.



ADVANCED CONTAINMENT SYSTEMS Force Air Portable Clean Negative Air Machine



FA 2000 EC

Designed specifically for the cost-conscious contractor that does not require on-line visual and audible alarms. This unit meets specs and exceeds the standards of the EPA, OSHA, NEC and ANSI.

SPECIFICATIONS	FEATURES	BENEFITS
Dimensions: 37 1/2 x 26 1/2 x 32 1/2	• Heavy duty aluminum cabinet	• Lightweight, durable, rust resistant
Prefilter #1: 24 x 24 - 2 ply pad	• Modular control panel and service	• Control panel unplugs for each removal
Prefilter #2: 24 x 24 - 3 ply ring panel	• Sealed control box	• Eliminates leakage around gauges
High Capacity HEPA Filter: 24 x 24 x 11 1/2 (99.97%)	• HEPA filter is locked in	• Assures positive seal around HEPA filter
Weight: 160 lbs.	• Four heavy duty swivel casters 2 with locks	• Provides easy portability
Motor: High efficient 1 3/4 HP, two speed	• Rugged carrying handles	
CFM: 2200 (high speed) 1500 (low speed)		
Power Supply: 115V, 60Hz, 13 Amps		

www.aramsco.com

TO PLACE AN ORDER CALL OR FAX YOUR LOCAL BRANCH OFFICE



ARAMSCO - PHILADELPHIA
Thorofare, NJ
(800) 767-6933
FAX: (856) 848-0802

ARAMSCO - CHICAGO
Elgin, IL
(800) 767-8981
FAX: (847) 741-1218

ARAMSCO - HOUSTON
Houston, TX
(800) 767-8392
FAX: (713) 460-4147

ARAMSCO - TAMPA
Lakeland, FL
(800) 767-1225
FAX: (841) 665-2037

ARAMSCO - BOSTON
Salem, NH
(800) 767-1767
FAX: (603) 898-3512

ARAMSCO - HARTFORD
Wallingford, CT
(800) 767-7731
FAX: (203) 294-1002

ARAMSCO - NEW YORK
Long Island City, NY
(888) 767-4359
FAX: (718) 381-7393

ARAMSCO - SAN JUAN
Arecibo, PR
(787) 880-0335
FAX: (787) 880-0380

ASBESTOS LANDFILL

ASBESTOS LANDFILLS

SES only disposes of asbestos waste at EPA approved asbestos landfills (typical certification attached).
SES also utilizes waste manifests and are provided to OCPS in our post job submittals.

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Asbestos Disposal

Angelo's RM is permitted to haul and dispose of your asbestos containing materials. Our Class III Landfill, located in Dade City, is designed and permitted to accept and dispose of both friable and non-friable asbestos. These materials are segregated and encapsulated for final disposal in a manner that is environmentally safe, meeting all Environmental Protection Agency (EPA) and FDEP regulations.

- We accept asbestos daily
- No black bags – must be in double clear bags
- Manifest required



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CONTACT

Providing the highest quality recycled materials to our valued customers for over 50 years.

Tel: 727 581 1544

Fax: 727 586 9676

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ASBESTOS WASTEWATER

ASBESTOS WATER FILTRATION

SES captures all water used in abatement for proper disposal. Water used in decontamination unit for showering is also captured and filtered prior to disposal in the public sanitary system. A typical water filtration unit utilized by SES is provided on following page.



Specializing in Safety Products for the Hazardous Environment 800-767-6933

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<< Item 1 of 2 >>

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Item# 55155

ACSI HF2-2A 2-STAGE WATER FILTRATION SYSTEM

Qty	Your price is
1+ ea	\$ 504.410 per ea

Quantity 1 ea



Product Information

Features and Benefits

- Override pump switch
- Ground fault interrupt
- Two stage filter system 50 & 5 Microns
- Hangs on side of shower or sits on floor
- Pumps 5 gal per minute

Specifications

Pump	Thermal protected
Body	Aluminum
Size	Compact
Weight	27 pounds

Additional Items

Item Number	Description	Your Price
55168	ACSI 76500901 REPLACEMENT TEEL PUMP MOTOR FOR HF2-2A 2-STAGE WATER SYSTEM	\$ 166.920 ea
55455	ACSI HF4 4-STAGE WATER FILTRATION SYSTEM	\$ 994.430 ea



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City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the City Council
From: Justin Kenney, IT Director
Subject: **Contract for City Dark Fiber with Spectrum Enterprises**
Department/Office: Information Technology

Recommended Action:

Approve the Contract between the City of Titusville and Spectrum Enterprises at a five-year fixed cost of \$91,584 annually subject to availability of funds; and authorize the Mayor to execute the required documents upon review and approval by the City Manager, City Attorney and Purchasing and Contracting Administrator.

Summary Explanation & Background:

In 2012, the City entered into an I-NET agreement with Bright House Networks, LLC (Charter Communications Operating, LLC, operating subsidiary Spectrum) to provide dark fiber services. This item proposes a continuation of services with Spectrum Enterprises, updating the original 2012 agreement to a new five-year fixed-cost pricing contract at \$91,584 annually.

Dark fiber serves as the backbone for data connectivity and electronic resource sharing across all City buildings. This agreement will streamline the management of the contract, improve invoicing processes, and ensure that all terms, conditions, and pricing are aligned under the current five-year fixed pricing schedule.

Staff has negotiated a new 5-year contract between the City of Titusville and Spectrum Enterprises at a fixed cost of \$91,584 annually subject to the availability of funds and is requesting the Mayor execute the required documents upon review and approval by the City Manager, City Attorney and Purchasing and Contracting Administrator.

Alternatives:

Find new means to interconnect the city buildings

Item Budgeted:

Yes

Source/Use of Funds/Budget Book Page:

502-1705-519.41-01

Strategic Plan:

Goal 2. a.

Strategic Plan Impact:

To maintain infrastructure needs for city function to support all operation for the public.

ATTACHMENTS:

1. City of Titusville_Dark Fiber License Order Form STANDARD Non E-Rate
2. City of Titusville_Spectrum Enterprise DF Agreement - legal reveiw for RTC



LICENSED FIBER ORDER

THIS LICENSED FIBER ORDER (“Licensed Fiber Order”), is executed and effective upon the latest date of the signatures set forth in the signature block below (the “Effective Date”) and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder (“Spectrum”) and City of Titusville (“Licensee”) and is governed by and subject to terms of the Dark Fiber License Agreement (“Agreement”), dated XXXXX, by and between Licensee and Spectrum. Except as specifically provided herein with respect to this Licensed Fiber Order, all other terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

Spectrum Sales Support Contact Information	
Spectrum Account Executive:	Michael Gossmann
Office:	Mobile: 4078197057

Licensee Information				
Licensee Name (Exact Legal Name):		City of Titusville		
Street Address: 555 S Washington Ave	Suite:	City: Titusville	State: FL	Zip Code: 32796
Licensee’s Main Tel. No.: 321-567-3775		Fax. No.: 321-383-5704		
Licensee Contact Name: Justin Kenney	Tel No: 3215673748		E-mail: Justin.Kenney@Titusville.com	
Billing Address: 555 S Washington Ave	Suite:	City: Titusville	State: FL	Zip Code: 32796
Billing Contact Name: Tracey Bailey	Tel No: 321-567-3734		E-mail: Tracy.Bailey@Titusville.com	

Location	Number/Type of Fibers	System Route Length (miles)	One Time Charges	Monthly License Fee	Initial Order Term	Order Term Renewal Periods (as applicable)
555 S. Washington Ave Titusville FL 32796	24	0	\$0	\$3,816	60	Month to Month
1125 Knox McRae Dr Titusville FL 32780	2	4.2	\$0	\$318	60	Month to Month
1100 John Glenn Blvd Titusville FL 32780	2	7.8	\$0	\$318	60	Month to Month
4715 Barna Ave Titusville FL 32780	2	5.3	\$0	\$318	60	Month to Month
2150 Park Ave Titusville FL 32796	2	2.4	\$0	\$318	60	Month to Month
617 N Singleton Ave Titusville FL 32796	2	3	\$0	\$318	60	Month to Month
2836 Garden St Titusville FL 32796	2	2.7	\$0	\$318	60	Month to Month
1105 Buffalo RD Titusville FL 32796	2	2.2	\$0	\$318	60	Month to Month
451 Marina RD Titusville FL 32796	2	1	\$0	\$318	60	Month to Month
725 S. Deleon Ave Titusville FL 32780	2	0.6	\$0	\$318	60	Month to Month

425 S Washington Ave 32796 Titusville FL	2	0.1	\$0	\$318	60	Month to Month
4800 Deep Marsh Rd 32780 Titusville FL	2	6.7	\$0	\$318	60	Month to Month
4220 S Hopkins Ave 32780 Titusville FL	2	3.5	\$0	\$318	60	Month to Month
N/A	N/A	N/A	N/A	N/A	N/A	Month to Month
N/A	N/A	N/A	N/A	N/A	N/A	Month to Month
N/A	N/A	N/A	N/A	N/A	N/A	Month to Month
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N/A	N/A	N/A	N/A	N/A	N/A	Month to Month
N/A	N/A	N/A	N/A	N/A	N/A	Month to Month
N/A	N/A	N/A	N/A	N/A	N/A	Month to Month
Total	24	39.5	\$0	\$7,632		

1. **System Route.** The planned route of the Licensed Fibers is set forth in Attachment 1 to this Licensed Fiber Order.
2. **Monthly License Fee.** The Monthly License Fee represents the aggregate monthly fee for all Licensed Fiber strands, but does not include taxes, surcharges, other fees, or Costs.
3. **Special Terms (as applicable).**

The Parties have caused their duly authorized representatives to execute this Licensed Fiber Order.

Authorized Signature for Licensee	Charter Communications Operating, LLC By: Charter Communications, Inc., its Manager
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Attachment 1

**SPECTRUM ENTERPRISE
DARK FIBER LICENSE AGREEMENT**

The Licensee identified below ("Licensee") hereby acknowledges and agrees to the Dark Fiber License Agreement attached hereto (the "License Agreement") by and between the Licensee and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the services hereunder ("Spectrum"). Spectrum and Licensee may each be referred to as a "Party" or collectively as the "Parties." This License Agreement is executed and effective upon the latest date of the signature set forth in the signature block below (the "Effective Date").

Spectrum Sales Support Contact Information	
Spectrum Account Executive: Michael Gossman	
Mobile: 407-794-8295	

Licensee Information				
Licensee Name (Exact Legal Name): City of Titusville, FL				
Street Address: 555 S Washington Ave	Suite:	City: Titusville	State: FL	Zip Code: 32796
Licensee's Main Tel. No.: 321-567-3775		Fax. No.:		
Licensee Contact Name: Justin Kenney	Tel No: 321-567-3754		E-mail: justin.kenney@titusville.com	

Agreement

BY EXECUTING BELOW, LICENSEE ACKNOWLEDGES THAT: (1) LICENSEE ACCEPTS AND AGREES TO BE BOUND BY THE LICENSE AGREEMENT AND (2) LICENSEE IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY AND TO BRING CLAIMS AS CLASS ACTIONS.

Authorized Signature for Licensee	Charter Communications Operating, LLC By: Charter Communications, Inc., its Manager
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

DARK FIBER LICENSE AGREEMENT

1. DEFINITIONS

As used in this License Agreement, the following terms shall have the following meanings ascribed to them:

- a. **“Acceptance Date”** has the meaning ascribed in Section 5(a)(iv).
- b. **“Cable”** means all Spectrum fiber optic cable now or hereafter containing the Licensed Fiber(s).
- c. **“Claims”** means causes of action, losses, claims, liabilities, costs (including reasonable attorneys’ fees and related necessary legal costs), damages for injury to or death of Persons, impairment to the environment, and loss of or damage to property.
- d. **“Costs”** means one hundred and fifteen percent (115%) of all direct internal and third party costs, fees, charges, and expenses incurred by Spectrum in performing the services or work and which it utilizes in billing third parties for reimbursable projects, including without limitation, the engineering, construction and/or installation of any portion of the System and in continuing, operating, repairing or maintaining any portion of the System.
- e. **“Delivery Date”** means the date Licensed Fiber(s) are made available to Licensee based on each respective Fiber Attachment.
- f. **“Force Majeure Event”** means causes beyond the reasonable control of an affected Party, including, but not limited to: (i) acts of God, fire, lightning, storm, flood, or other natural disaster, or failures of a third-party service provider; (ii) denial of use of poles or other facilities of a utility company, or fiber cuts; (iii) laws, orders, rules, regulations, directions, or actions of, or delays or issues arising out of the issuance of permits or other authorizations or approvals by, governmental authorities having jurisdiction over this License Agreement; or (iv) any civil or military action including national emergencies, riots, war, terrorism and civil insurrections. Changes in economic, business, or competitive conditions shall not be considered a Force Majeure Event.
- g. **“Governmental Authority”** shall mean any Federal, State, Regional, County, City, Municipal, Local, territorial, or Tribal government, whether foreign or domestic or any department, agency, bureau, taxing authority from any of the foregoing including without limitation courts, public utilities, and sewer authorities.
- h. **“Licensed Fiber(s)”** shall mean the optical fibers in the number and of the type specified in a Licensed Fiber Order along the System Route and licensed to Licensee. Additional Licensed Fiber(s) may be added to this License Agreement from time to time upon mutual agreement of the Parties by entering into a new Licensed Fiber Order.
- i. **“Licensed Fiber Order(s)”** shall mean any Licensed Fiber order document submitted in a manner required by Spectrum. Licensed Fiber Orders are subject to approval and acceptance by Spectrum. Upon Spectrum’s acceptance of a Licensed Fiber Order, as indicated by: (a) Spectrum’s written acceptance; (b) Spectrum’s delivery of the Licensed Fiber(s); or (c) commencement of installation, such Licensed Fiber Order shall be deemed incorporated into the License Agreement. Spectrum shall provide the Licensed Fiber(s) to Licensee at the Service address(es) specified in the applicable Licensed Fiber Order (“Service Location(s)”).
- j. **“Person”** shall mean any individual, partnership, corporation, limited liability company, joint venture, trust, business trust, cooperative or association, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so admits.
- k. **“Rights of Way”** shall mean the land and other rights granted to Spectrum by a third party through or by way of the Underlying Rights.
- l. **“Specifications”** shall mean the specifications set forth in Exhibit A attached hereto with respect to the Licensed Fiber(s).
- m. **“System”** shall mean the fiber optic communication system along the System Route.
- n. **“System Route”** shall mean the route of the Licensed Fiber(s) set forth in the Licensed Fiber Order.
- o. **“Underlying Rights”** shall mean all deeds, leases, easements, rights of way, licenses, franchises, permits and other rights, titles or interests pertaining to the underlying real property and/or rights-of-way over and/or within which the Licensed Fiber(s) shall be located, as are necessary for the construction, installation, operation, maintenance or repair of the System, including all uses of the System by Licensee hereunder.

2. **LICENSE AGREEMENT TERM.** The License Agreement shall remain in effect until the expiration or proper termination of the final existing Licensed Fiber Order entered into under this License Agreement (the "Term").
3. **ORDER TERM.** The "Initial Order Term" is the time period starting on the Acceptance Date and continuing for the period of time specified in the Licensed Fiber Order. If a renewal term is not specified, the applicable Licensed Fiber Order shall automatically renew for successive one-month terms (each a "Renewal Order Term", collectively with the Initial Order Term, the "Order Term"), unless either Spectrum or Licensee elects to not renew the Licensed Fiber Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.
4. **GRANT OF LICENSE**
 - a. **Grant of License to Licensee.** In exchange for the consideration referenced in the applicable License Order Form, and subject to the conditions hereinafter set forth, Spectrum grants to Licensee a license to use the Licensed Fiber(s) for the respective Order Term ("License"); Licensee acknowledges that this grant of License expressly excludes the grant by Spectrum to Licensee of any rights or interest in the Underlying Rights. Spectrum agrees to obtain and cause to remain effective all Underlying Rights necessary to grant the License to the Licensed Fiber(s) through the Order Term.
 - b. **Legal Title.** Legal title to the System, including fiber and cable sheathing and any bridge attachments, conduits, brackets, insulators, fixtures, guy wires, anchors, splice boxes, fiber distribution centers, and other hardware needed or used to fasten or support the Cable, shall remain with and be held by Spectrum. Nothing contained in this License Agreement, nor any use, however extended, of the Licensed Fiber(s), nor any placement of Licensee's facilities on or in the System shall create or vest (or be construed as creating or vesting) in Licensee any right, title or interest in or to any real or personal property owned by Spectrum other than the rights specified herein with regard to the Licensed Fiber(s).
 - c. **No Liens/Encumbrances.** Licensee shall not cause any encumbrances, liens, rights or claims of any third party to be imposed on the System that adversely affects or impairs directly or indirectly Spectrum's exclusive ownership and use of the System.
 - d. **Permits, Physical Plant, and Required Rights.** Spectrum shall obtain (and cause to remain effective throughout the Order Term) all Underlying Rights necessary to grant the License to the Licensed Fiber(s). If Licensee owns or controls the Underlying Rights to any physical location on the System Route, Licensee hereby grants Spectrum permission to enter such location in order for Spectrum to fulfill its obligations and exercise its rights under this License Agreement.
 - e. **Compliance; Regulatory Changes.** Notwithstanding anything in this License Agreement to the contrary, it is expressly understood that Licensee shall be solely responsible for compliance with all legal and regulatory requirements associated with its business, operation or use of the Licensed Fiber(s) including maintaining all such required franchises, permits, authorizations, licenses, approvals or other consents (other than the Underlying Rights), and Spectrum shall have no responsibility or liability whatsoever in connection therewith, *provided, however*, that except for any increases in pole attachment or conduit charges that may be predicated, based upon, or caused by Licensee's use of the Licensed Fiber(s), which Spectrum shall be entitled to pass through to Licensee and Licensee shall pay to Spectrum within forty-five (45) calendar days **pursuant to Florida Statutes §218.74, the Local Government Prompt Payment Act.**
 - f. **Underlying Rights Changes.** Notwithstanding anything herein to the contrary, in the event of the expiration or other termination of an Underlying Right, the parties will use commercially reasonable efforts to obtain an alternative solution and shall share the Costs of such solution as prescribed in the License Agreement. Where Spectrum is unable to obtain alternative Underlying Rights that are necessary in order to grant, continue or maintain the License in accordance with the License Agreement terms, the License with respect to any affected portion of the System shall automatically expire upon the expiration or termination of such Underlying Rights without any further duty or obligation on the part of Spectrum.

5. ACCEPTANCE and MAINTENANCE

- a. **Acceptance and Testing.**
 - i. Spectrum shall provide to Licensee all previously completed fiber-testing reports to the extent such are applicable to the Licensed Fiber(s).
 - ii. Licensee shall have the right, but not the obligation, at its sole expense, to conduct its own testing for purposes of acceptance as set forth in Exhibit B ("Fiber Acceptance Testing"). Licensee shall perform any such Fiber

Acceptance Testing of the Licensed Fiber(s) upon same being made available to Licensee by Spectrum. Spectrum shall have the right, but not the obligation, to have a person or persons present to observe Licensee's Fiber Acceptance Testing. Within five (5) business days of the conclusion of Licensee's Fiber Acceptance Testing of the Licensed Fiber(s), Licensee shall provide Spectrum with a copy of the test results.

- iii. If the results of the tests of the Licensed Fiber(s) reveals a material failure of the Licensed Fibers to satisfy the requirements of the License Agreement, Licensee shall notify Spectrum that the Licensed Fiber(s) are unacceptable within ten (10) days following delivery of the Licensed Fiber(s) and provide a copy of its Fiber Acceptance Testing reports (the copy of Licensee's Fiber Acceptance Testing results indicating such failure to meet applicable Specifications, shall be deemed Licensee's notice of unacceptability). Thereupon, Spectrum shall use commercially reasonable efforts to take such action as shall be reasonably necessary to remedy such material failure within five (5) business days from receipt of Licensee's notice of unacceptability. After taking such actions, Spectrum Licensee shall again have the right to conduct its own Fiber Acceptance Testing as set forth in Exhibit B. The cycle described above for testing, taking corrective action and retesting shall take place as many times as necessary.
- iv. Licensee shall be deemed to have accepted the Licensed Fiber(s) unless it notifies Spectrum within ten (10) days following delivery of the Licensed Fiber(s) that the fiber is unacceptable or notifies Spectrum within the ten (10) day period that Licensee has accepted the Licensed Fiber(s) after conducting its own Fiber Acceptance Testing. If the results of Licensee's Fiber Acceptance Testing are within the parameters of the Specifications in Exhibit B, Licensee shall, within ten (10) days following delivery of the Licensed Fibers and Spectrum's previously completed testing results, provide Spectrum with a written notice accepting the Licensed Fiber(s). The date of this notice or the date of deemed acceptance of the Licensed Fiber(s), as the case may be, shall be the "Acceptance Date" for the Licensed Fiber(s).

b. Maintenance and Repair.

- i. Spectrum shall maintain and repair the Licensed Fiber(s) pursuant to the specifications set forth in Exhibit C, to assure the continuing conformity of the Licensed Fiber(s) with their respective Specifications. Notwithstanding any provision in this Agreement to the contrary, the Costs of procurement, installation, splicing, splice testing and other Costs associated with the replacement or restoration of the Cable for Spectrum facilities in excess of \$1,500 for any event or series of closely related events (i) shall be shared pro-rata among all users of the Cable according to the total number of fibers each user has/is using in the same route as the Cable which is to be restored or replaced, or if the Licensee is the sole user of the conduit, then (ii) shall be paid by the Licensee pro-rata, based on the number of fibers in the affected portion of the System that are Licensed Fibers; provided that such restoration or repair is not the result of the negligence or willful misconduct of one of the parties hereto, in which case the damage-causing party shall bear the entire cost thereof (proportionate to such party's responsibility if both respective parties are at fault).
- ii. Spectrum, at Licensee's sole expense and at Spectrum's then-prevailing rates, shall perform maintenance and repair caused by Licensee's negligence or willful misconduct or upon Licensee's elective maintenance or repair requests. For cases where pro-rata cost of repair/replacement of the Licensed Fiber(s) exceeds \$25,000 unless the same was caused by the negligence or willful misconduct of the Licensee, Licensee shall reimburse Spectrum for the entire cost thereof (proportionate to such Licensee's responsibility if other parties are at fault). Spectrum may invoice Licensee at Spectrum's then-prevailing commercial rates for such work, plus any charges for repair or replacement of Licensed Fiber(s). Licensee may choose to not pay such expenses and consequently forfeit all rights to the Licensed Fiber(s) requiring replacement or restoration, and Spectrum shall have no obligations with respect to such affected Licensed Fiber(s). Licensee shall not be responsible for any maintenance or repair of any Spectrum equipment except as set forth above.
- iii. Spectrum shall respond to any interruption of service or failure of the Licensed Fiber(s) to operate in accordance with this Agreement in accordance with the procedures set forth in Exhibit C.
- iv. Spectrum shall be responsible for routine maintenance of Cable, Cable locates, and Costs thereof not specifically due to requirements of or damages caused by Licensee or its representatives as set forth in Exhibit C.
- v. Licensee bears sole responsibility for any and all maintenance of all electronic, optronic and other equipment, materials and facilities used by Licensee in connection with the use of a portion of the System or operation of the Licensed Fibers, none of which is included in the services to be provided by Spectrum under the Agreement.

- c. Relocation.** If, after the Acceptance or Effective Date with respect to any portion of the System, Spectrum is required (i) by any Governmental Authority under the power of eminent domain or otherwise, (ii) by Spectrum or a provider of any Underlying Right, (iii) by any other Person having the authority to require (any or all of the above, a "Relocating Authority"), or (iv) by the occurrence of any Force Majeure Event, to relocate the System within such portion of the System or any further portion thereof, then Spectrum shall have the right to either proceed with such relocation, including, but not limited to, the right, in good faith, to reasonably determine the extent and timing of such relocation, or to pay such amounts to the Relocating Authority as are necessary to avoid the need for such relocation. Licensee shall reimburse Spectrum for its proportionate share of the Costs (including Fiber Acceptance Testing and/or amounts paid to a Relocating Authority) related to any such relocation request to the extent Spectrum has not been

reimbursed by the Relocating Authority) allocated to Licensee pro rata based on the number of Licensed Fibers and the total fiber count in the affected portion of the System.

6. DELIVERY, USE AND CONNECTION

- a. **Delivery of Fibers.** Spectrum will deliver to Licensee the Licensed Fiber(s) within a commercially reasonable amount of time as mutually agreeable between the parties. Spectrum shall endeavor to deliver to Licensee as-builts (maps, diagrams, etc.) with respect to the Licensed Fiber(s) delivered hereunder no later than one hundred eighty (180) days following such delivery.
- b. **Access.** Spectrum will provide Licensee with reasonable access to the Licensed Fiber(s) at such handholds and splice points with existing slack coils on the System Route ("Connecting Points") as reasonably requested by Licensee, subject only to the requirements in the Underlying Rights and provided that such access points do not materially interfere with any Spectrum facilities. For Licensed Fiber(s) terminating on and/or traversing across Licensee's (or its contractor's or agent's) property, Licensee will provide Spectrum with access to the Licensed Fiber(s) at any point along the fiber up to and including the splice point and/or demarcation.
- c. **Use of Facilities.** Licensee may use the Licensed Fiber(s) for its business uses to provide any lawful communications services *provided, however*, that Licensee shall not resell, re-license, or permit a third party to assign, sell, license, sublicense, exchange, encumber, transfer, or grant an indefeasible right of use of other similar right or interest or otherwise permit or convey the Licensed Fibers themselves. For purposes of clarification, Licensee may use the Licensed Fiber(s) in conjunction with its network to serve its customers a managed type of service.
- d. **Additional Restrictions on Use of Facilities.** Additionally, Licensee shall not use the Licensed Fiber(s) in any manner that is not in compliance with (i) any and all applicable government codes, ordinances, laws, rules, regulations and/or restrictions, and (ii) the Underlying Rights, as such may be amended from time to time. Licensee shall not use any product or service that fails to comply with any applicable standard industry safety rules or that would cause any Cable or related facility of Spectrum to violate any state or federal environmental laws. Licensee shall at all times: (x) ensure that the types of electronics or technologies employed to utilize the Licensed Fiber(s) do not interfere with the quiet use and enjoyment of or create any risk of damage to all or any portion of the System used by Spectrum or any other user of the System, or a portion of any other similar system; and (y) use commercially reasonable safety procedures with such use. Licensee shall not use the Licensed Fibers, any portion of the System, Cable, System or any associated property (tangible and intangible property solely as needed for the use of the Licensed Fiber, "Associated Property") in a way which interferes in any way with, creates any risk of damage to, or otherwise adversely affects the use of, the fibers, cable or conduit of any other Person using the System and/or any similar services of another entity.
- e. **Connection.**
 - i. If Licensee desires to connect other fiber optic cables to the Licensed Fiber(s) or create connections with buildings or other structures along the System Route, Licensee will submit a request in writing and shall provide details of the request for Spectrum to review. After review, Spectrum may approve the request and Spectrum will cooperate with Licensee to the extent necessary to enable Licensee to acquire rights to connect to the Licensed Fiber(s) via available Rights of Way and Spectrum will place connecting facilities on the Rights of Way between the Licensed Fiber(s) and such adjoining properties, subject to (i) the ability to do so pursuant to the Underlying Rights and (ii) Licensee's agreement to pay any incremental increase in Costs arising from or otherwise due to Licensee's proposed use thereof. Such additional connections activity shall be at Licensee's sole cost and expense (including Costs incurred by Spectrum in providing oversight of any contractors excavating on the Rights of Way or near the Cable to make such connection). Each connection to the Licensed Fiber(s) requiring a Cable to be connected will be performed by Spectrum at Licensee's sole expense. In order to schedule a connection of this type, Licensee shall contact Spectrum to undertake the work not less than thirty (30) days in advance of the date the connection is requested to be completed. Such work will be mutually agreed upon by the Parties or as otherwise agreed to in writing for specific projects.
 - ii. If Licensee desires to construct fiber to connect to the Licensed Fiber(s) and Spectrum has approved such connection in writing and subject to restrictions affecting the same as mandated by the Underlying Rights and Spectrum's advance written approval thereof, not to be unreasonably withheld, Spectrum will allow Licensee or Licensee's agent (contractor), provided they meet Spectrum's reasonable contractor qualification standards, to perform such construction. Licensee must allow a Spectrum agent to be present during such construction. Licensee will pay the Cost of the Spectrum agent's oversight of the construction on the Rights of Way or near the Cable and the Spectrum agent shall have the absolute ability to direct the activities of the Licensee's contractor, when performing construction activities on the Underlying Rights or in areas adjacent to the facilities of Spectrum. Any additional such work shall be undertaken by Spectrum at Licensee's request and within a reasonable amount of time. Licensee shall reimburse Spectrum for all Costs incurred in connection with such work.

7. PAYMENT TERMS

- a. **License Fee.** The recurring and non-recurring charges and fees to be paid by Licensee to Spectrum for the grant of the Licenses to the Licensed Fiber(s) are set forth in the applicable Licensed Fiber Order. The non-recurring charge for initial engineering and design related to the Licensed Fibers, as specified in the applicable Licensed Fiber Order, is due and payable within five (5) days after execution of the Licensed Fiber Order. All other fees, including, total monthly recurring license fees, and Costs, owed by Licensee to Spectrum shall be paid within thirty (30) days after the date appearing on the invoice.
- b. **Invoicing Disputes; Late Payments.** Licensee must provide notice to Spectrum of any disputed charges within sixty (60) days of the invoice date on which the disputed charges appear for Licensee to receive any credit that may be due. Licensee must have and present a reasonable basis for disputing any amount charged. A late payment shall be (i) any payment received after the period specified herein for such payment, and/or (ii) any payment of disputed amounts that is received more than forty-five (45) days after the date such payment is determined to have been due in a final resolution of such dispute. Late payments shall accrue interest at a rate equal to the lesser of one and one half (1.5) percent or the highest rate allowed by law.
- c. **Taxes and Fees.** Licensee shall pay all applicable taxes, fees, or surcharges imposed upon or with respect to amounts billed by Spectrum for the license rights provided pursuant to this agreement including but not limited to applicable federal, state, and local sales, use, excise, telecommunications, other taxes, and other state or local governmental charges or regulatory fees, excluding income taxes measured on Spectrum's net income.
- d. **Tax Exempt Status.** If a Licensee wishes to claim tax-exempt status, then Licensee must supply Spectrum with a copy of Licensee's tax exemption certificate or other documentation supporting Licensee's certification of its entitlement to such exempt status within thirty (30) days of installation of applicable services. If Licensee supplies such documentation after that time, Spectrum will apply it to Licensee's account on a prospective basis, allowing Spectrum at least thirty (30) days for processing. To the extent such documentation is held invalid for any reason, Licensee agrees to pay or reimburse Spectrum for any tax or fee not collected or liability incurred, including without limitation related interest and penalties arising from Spectrum's reliance on such invalid certificate or documentation. Licensee hereby consents that Spectrum may disclose such written documentation, which may include a tax exemption form, to any governmental authority. Tax-exempt status shall not relieve Licensee of its obligation to pay applicable franchise fees or other non-tax fees and surcharges since the application of such fees and surcharges may not be governed by the tax standing of Licensee.
- e. **Disputes.** To the extent that a dispute arises under this License Agreement as to which Party is liable for fees or taxes, Licensee shall bear the burden of proof in showing that the fee or tax is imposed upon Spectrum's net income. This burden may be satisfied by Licensee producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on Spectrum's net income. Licensee acknowledges that currently, and from time to time, there is uncertainty about the taxability or regulatory classification of some of the services Spectrum provides and, consequently, uncertainty about what fees, taxes and surcharges are due to or from Spectrum or from its Licensees. Licensee agrees that Spectrum has the right to determine, in its **reasonable** discretion, what fees, taxes, and surcharges are due and to collect and remit them to the relevant governmental authorities, or to pay and pass them through to Licensee.

8. REPRESENTATIONS, WARRANTIES, DISCLAIMER, INDEMNIFICATION

- a. **Representations and Warranties.** In addition to any other representations and warranties contained in this Agreement, each Party hereto represents and warrants to the other that: (i) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement; (ii) it has taken all requisite corporate or company action to approve the execution, delivery and performance of this Agreement; (iii) this Agreement constitutes a legal, valid and binding obligation enforceable against such Party in accordance with its terms; and (iv) its execution of and performance under this Agreement shall not violate any applicable then-existing regulations, rules, statutes, or court orders of any local, state or federal government agency, court, or body.
- b. **Disclaimer of Warranties.** LICENSEE ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE LICENSED FIBERS, AND USES THE SAME AT ITS OWN RISK, AND FOR ACCESS TO AND SECURITY OF LICENSEE'S EQUIPMENT AND LICENSEE'S NETWORK. LICENSEE ACKNOWLEDGES THAT SPECTRUM IS PROVIDING DARK FIBER ONLY AND IS NOT PROVIDING ANY EQUIPMENT OR ANY INTERNET ACCESS, ETHERNET, MANAGED SERVICES, OR ANY OTHER SERVICES THROUGH USE OF THE LICENSED FIBERS. SPECTRUM EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR ANY SERVICES DEPLOYED ON THE LICENSED FIBERS OR ANY APPLICATIONS OR CONTENT TRANSMITTED OR ACCESSIBLE THROUGH ANY SUCH SERVICES AND SPECTRUM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH SERVICES, APPLICATIONS, OR CONTENT. EXCEPT AS SPECIFICALLY SET

FORTH IN THIS AGREEMENT, THE LICENSED FIBERS ARE PROVIDED “AS IS, WITH ALL FAULTS,” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY SPECTRUM, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. SPECTRUM DOES NOT REPRESENT OR WARRANT THAT THE LICENSED FIBERS WILL MEET LICENSEE’S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE. IN ADDITION, LICENSEE ACKNOWLEDGES AND AGREES THAT SPECTRUM’S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO LICENSEE UNDER THIS AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR QUIET ENJOYMENT.

- c. **Insurance.** Without in any way limiting the Parties’ obligations set forth in this Agreement, from the Effective Date of this Agreement until one year after this Agreement is terminated as to all Licensed Fiber(s), Licensee shall procure and maintain in force at its sole cost and expense the following insurance coverages from companies that are lawfully approved to do business in all states in which the Licensed Fiber(s) are located, in the amounts and with limits as set forth below:
- i. Combined single-limit liability insurance, on an occurrence basis, for personal injury and property damage, including, without limitation, injury or damage arising from liability for completed operations of not less than \$1,000,000 combined single limit for each occurrence and \$2,000,000 aggregate for each annual period **or in the alternative for Florida governmental organizations, self-insure per Florida statute § 768.28 to the stated limits of \$200,000/\$300,000;**
 - ii. Workers’ compensation insurance in amounts required by applicable law and employers’ liability insurance; and
 - iii. Spectrum shall be listed as a **certificate holder** on all policies maintained by Licensee as set forth above, except workers’ compensation (provided that such **certificate holder** coverage shall not include events arising from the acts or omissions of Spectrum, its agents, employees, contractors, licensees, and/or invitees). All such policies of insurance shall provide that the **certificate holder** shall be notified in writing at least thirty (30) days prior to any cancellation of such policy. Licensee shall provide Spectrum with certificates of insurance evidencing such insurance coverage.
- d. **Indemnification.** Unless prohibited under applicable law and subject to the applicable limitations of Florida Statutes §768.28, Licensee at its own expense, shall indemnify, defend, and hold harmless Spectrum, its affiliates, service providers, and suppliers, and their directors, employees, representatives, officers and agents (the “Indemnified Parties”) against any and all third party Claims brought against or incurred by Indemnified Parties, to the full extent that such arise from or relate to any one or more of the following:
- i. Licensee’s use or misuse of the Licensed Fibers,
 - ii. Licensee’s failure to comply with any applicable law, order, rule, regulation or ordinance or this Agreement, and
 - iii. Personal injury or tangible property damage caused by Licensee’s or its employees’ or agents’ negligence or willful misconduct; and
 - iv. Licensee’s violation of any third-party intellectual property right arising from or relating to Licensee’s or any of its end users’ use, modification, or combination of any of the Licensed Fibers, portions of the System or Associated Property.
 - v. **The foregoing indemnification does not waive any defense of sovereign immunity and shall not waive the damage limits set forth in Section 768.28, Florida Statutes, nor shall it be construed to constitute an agreement by any party to indemnify any other party for such other party’s negligent, willful, or intentional acts or omissions.**
- e. **Notice and Defense of Third-Party Actions.** The Licensee shall have the right to assume control of the defense of, settle, or otherwise dispose of such third-party action on such terms as the Licensee deems reasonably appropriate; *provided, however,* that:
- i. Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim;
 - ii. The Licensee shall obtain the prior written consent of the Indemnified Party before entering into any settlement or compromise requiring the payment of money or admission or any acknowledgment of facts or any liability in respect thereof or the affirmative obligation of the Indemnified Party, which consent shall not be unreasonably withheld;
 - iii. No Licensee shall consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by each claimant or plaintiff to each Indemnified Party of a relicense from all liability in respect of such third-party action; and
Notwithstanding the foregoing provisions of Section 6.d., **unless prohibited under applicable law and subject to the applicable limitations of Florida Statutes §768.28**, to the extent Spectrum is required under the terms and provisions of any Underlying Right to indemnify any provider of such right from and against any and all claims, suits, judgments, liabilities, losses and expenses arising out of service

interruption, cessation, unreliability of or damage to the System, regardless of whether such claims, suits, judgments, liabilities, losses or expenses arise from the sole or partial negligence, willful misconduct or other action or inaction of Spectrum and/or provider of any of their employees, agents, contractors, subcontractors or other Persons using the property covered by such Underlying Right, Licensee hereby releases Spectrum and such providers from, and hereby waives, all claims, suits, judgments, liabilities, losses and expenses arising out of service interruption, cessation, unreliability of or damage to the System regardless of whether such claims, suits, judgments, liabilities, losses or expenses arise from the sole or partial negligence, willful misconduct or other action or inaction, of Spectrum or such providers or any of their employees, agents, contractors, subcontractors or other Persons using the property covered by such Underlying Right.

9. DELAYS AND LIMITATION OF LIABILITY

- a. **Outage Liability; Restoration Delays.** Spectrum is not responsible for monitoring the performance or operation of the Licensed Fibers, and Licensee must report detected failures of any portion of the System or of the Licensed Fibers to Spectrum's Enterprise Technical Support. Under no circumstances shall Spectrum be liable for any delay in restoring any Licensed Fiber(s) or any operational aspect of the System containing such Licensed Fiber(s), which has been subjected to an outage, interference or interruption.
- b. **LIMITATION OF LIABILITY.** WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS SERVICE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, ANY END USER, OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF LICENSED FIBERS, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY, MISREPRESENTATION, OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OF LICENSEE'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT. SPECTRUM'S MAXIMUM LIABILITY TO LICENSEE WITH REGARD TO A LICENSED FIBER ORDER SHALL NOT EXCEED THE AMOUNT, EXCLUDING ONE TIME COSTS, PAID OR PAYABLE BY LICENSEE TO SPECTRUM IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OR INACCESSIBILITY OF THE LICENSED FIBERS. No claims for damages with respect to this Agreement may be made more than one (1) year after the date that the event giving rise to such claim is known or reasonably should have been known to the person or entity making such claim.

10. CONFIDENTIALITY

- a. **Confidential Information.** "Confidential Information" shall mean any and all non-public information provided by one Party to this Agreement to the other Party for use in connection with the investigation, negotiation or performance of this Agreement that has been designated as CONFIDENTIAL or PROPRIETARY or PRIVATE. "Confidential Information" excludes any information that (i) the subject Party notifies the recipient in writing is not confidential, (ii) is or becomes available to the recipient on a non-confidential basis from a source other than the subject Party, any Person acting on behalf of the subject Party, or any Person who has confidentiality obligations (whether to the subject Party or otherwise) provided that such disclosure was not itself a breach of a confidentiality obligation running to the subject Party, (iii) is or becomes generally available to the public other than as a result of a disclosure by the recipient or any Person to whom such recipient disclosed the information, or (iv) is required to be disclosed by law, subject to the provisions of Section 10.e hereof. Confidential Information may take the form of documentation, drawings, specifications, software, technical or engineering data, business information, the terms and conditions of this Agreement, and results of operations, financial information, financial forecasts and projections, capital projects, research and development, design plans, management plans, business plans, marketing plans, and feasibility plans, markets, business, products, services, contracts, customers, suppliers, trade secrets, operating procedures, material and labor costs, sources and requirements, and technological means, methods and processes, as well as every study, report, analysis, notation, summary, synopsis, compilation and other document (collectively, "Work Product") containing, analyzing or otherwise reflecting any Confidential Information described above, and may be communicated orally, in writing, by electronic or magnetic media, by visual observation, or by other means.
- b. **Confidentiality.** Except as otherwise provided in Section 10.c, neither Party will, without the prior written consent of the Party providing such Confidential Information, (i) use any portion of such Confidential Information for any purpose other than performance pursuant to this Agreement, or (ii) disclose any portion of such Confidential Information to any persons or entities other than the affiliates of such Party and to the officers, employees and contractors of such Party who reasonably need to have access to such Confidential Information for purposes of performance under this Agreement and have agreed to comply with confidentiality terms no less stringent than those set forth in this Agreement in order to preserve the disclosing party's expectation of confidentiality hereunder. The receiving Party agrees to guard Confidential Information utilizing the same degree of care utilized by such recipient

Party in protecting its own Confidential Information, but in any event not less than a reasonable degree of care. The obligations of a recipient Party with respect to Confidential Information shall remain in effect during and for three (3) years after the expiration or termination of all Licensed Fibers(s) under this Agreement.

- c. **Permitted Use.** Confidential Information provided by Provider may be used by Recipient in connection with Recipient's use of the Licensed Fiber(s). If the receiving Party is compelled, pursuant to a lawful requirement or request from a court or governmental agency acting within its jurisdiction, to disclose Confidential Information, the receiving Party shall, if possible, give written notice, to the extent not otherwise prohibited by law, sufficient to permit the disclosing Party the opportunity to seek suitable protective arrangements before the Confidential Information is disclosed, and the receiving Party shall cooperate fully in all respects with the disclosing Party's efforts to obtain such protective arrangements; *provided, however*, that if the receiving Party would otherwise be required to disclose Confidential Information under any securities law, the receiving Party shall use reasonable efforts to take steps available under such law (such as by providing a summary or synopsis) to avoid disclosure of such Confidential Information.
- d. **Return or Destruction.** Confidential Information shall remain the property of the disclosing Party and shall, upon written request, including any copies thereof, be promptly returned to the disclosing Party or, in the case of the recipient's Work Product, be promptly destroyed at the recipient's option, such destruction to be certified in writing to the disclosing Party.
- e. **Required Disclosures.** The provisions of Section 10 shall not apply to reasonably necessary disclosures in or in connection with filings under any securities laws, regulatory filings or proceedings, financial disclosures which in the good faith judgment of the disclosing Party are required by law, disclosures required by court or tribunal or competent jurisdiction, or disclosures that may be reasonably necessary in connection with the performance or enforcement of this Agreement or any of the obligations hereof; *provided, however*, that if the receiving Party would otherwise be required to refer to or describe any aspect of this Agreement in any of the preceding circumstances, the receiving Party shall use its reasonable efforts to take steps as are available under such circumstances (such as by providing a summary or synopsis) to avoid disclosure of the financial terms and conditions of this Agreement. Notwithstanding any provisions of this Agreement to the contrary, either Party may disclose the terms and conditions of this Agreement in the course of a due diligence review performed in connection with prospective debt financing or equity investment by, or a sale to, a third party, so long as the Persons conducting such due diligence review have agreed to maintain the confidentiality of such disclosure and not to use such disclosure for any other purpose.
- f. **Publicity and Advertising.** Neither Party hereto shall use any advertising, sales promotions, or other publicity materials that use the other Party's logo, trademarks, or service marks, without the prior written consent of the other Party. Each Party shall have the right to review and approve any publicity materials, press releases or other public statements (other than filings required under the securities laws) by the other Party that discloses its identity.
- g. **Privacy.** Spectrum also maintains a Privacy Policy with respect to its Services in order to protect the privacy of its customers. The Privacy Policy may be found on Spectrum's website at <https://enterprise.spectrum.com/>. The Privacy Policy may be updated or modified from time-to-time by Spectrum, with or without notice to Licensee. Licensee's privacy interests, including Licensee's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act, the Federal Cable Communications Act, the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Privacy Policy, and, if applicable, in Spectrum's tariff, which are incorporated into, and made a part of, this Agreement by this reference. In addition to the foregoing, Licensee hereby acknowledges and agrees that Spectrum may disclose Licensee's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers or any similar agency, or in accordance with the Privacy Policy or, if applicable, tariff(s). In addition, Spectrum shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property or operations, or where circumstances suggest that individual or public safety is in peril.
- h. **Public Records. All Florida contracts with a public agency must comply with Florida Statutes, Chapter 119, regarding Florida's Public Records requirements.**

1. **PUBLIC RECORDS.** Records of the Contractor that are made or received in the course of performance of the Contractor's obligations under this Contract 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 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 THE CUSTODIAN OF PUBLIC RECORDS AT: Titusville City Clerk's Office, (321) 567-3682, wanda.wells@titusville.com, or at Titusville City Hall, 555 South Washington Avenue, Titusville, Florida 32796. (FS §119.0701)

11. **FORCE MAJEURE.** Notwithstanding any other provision of this Agreement, the performance of the obligations set forth in this Agreement, other than obligations to pay money (except as provided below), shall be suspended or excused if and only to the extent that such performance is prevented by an event of Force Majeure or its adverse effects. If the performance of a Party's obligations under this Agreement is suspended or excused by an event of Force Majeure or its adverse effects, such Party shall use commercially reasonable diligence to cause such event or effects to cease or be reduced. The Party whose obligations are suspended or excused as described above shall, as soon as practicable, give written notice to the other Party specifying the nature and anticipated duration of the Force Majeure event and outlining its recovery plan, if any. To the extent the Licensed Fiber(s) are unavailable for use due to a Force Majeure event and/or Spectrum's obligations are suspended in accordance herewith (excluding an event in which Licensee's actions or

inactions gave rise to such suspension), then Licensee's obligation to pay for the Licensed Fiber(s) shall be suspended, on a pro-rata basis, during such time the Licensed Fiber(s) are unavailable for use or Spectrum's obligations are also suspended. Neither party may terminate either the affected Licensed Fiber Order or the Agreement due to a Force Majeure Event.

12. INTENTIONALLY OMITTED.

- a.
- i.

13. TERMINATION AND DEFAULT

- a. **Termination.** At the end of the Order Term of the respective Licensed Fiber(s), the License for such Licensed Fiber(s) shall automatically renew for successive one-month terms on the same terms and conditions, unless either Spectrum or Licensee elects to not renew the License by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term. Upon the expiration of the Order Term, Spectrum shall owe Licensee no additional duties or consideration with respect to the respective Licensed Fiber(s) including no longer having the obligation to maintain the Underlying Rights to provide the right of Licensee to hold a License to the Licensed Fiber(s) or use or maintain the Licensed Fiber(s).
- b. **Default.** A Party shall be in default under this Agreement upon the occurrence of an event in which such Party has failed to comply with any of its obligations as set forth in this Agreement (each an "Event of Default").
 - i. Upon the occurrence of an Event of Default, the defaulting Party shall have thirty (30) days after receipt of a notice of the Event of Default to cure the Event of Default (unless the Event of Default is waived in writing by the non-defaulting party within the thirty (30) day period). However, in such cases where an Event of Default cannot reasonably be cured within such thirty (30) day period, if the defaulting Party shall proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such Event of Default (except for Events of Default regarding making payments hereunder and Insolvency Defaults, as defined below) shall be extended for such period of time as may be reasonably necessary to complete such curing. When a Party fails to pay any undisputed amounts owed hereunder by their due date, an Event of Default shall occur if the party owing such amount fails to cure same within **thirty (30)** days after receipt of written notice thereof.
 - ii. Events of Default shall include, but not be limited to, the making by a Party of a general assignment for the benefit of its creditors, the filing of a voluntary petition in bankruptcy or the filing of a petition in bankruptcy or other insolvency protection against a Party which is not dismissed within ninety (90) days thereafter, or the filing by a Party of any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution, or similar relief (collectively, an "Insolvency Default").
 - iii. Upon the failure by a defaulting Party to timely cure any such Event of Default after written notice thereof, the non-defaulting Party may (1) terminate the affected Licensed Fiber Order, and (2) pursue any legal remedies it may have under applicable law or principles of equity relating to such Event of Default. If Spectrum terminates a Licensed Fiber Order or the Agreement following Licensee's failure to cure an Event of Default or if Licensee terminates a Licensed Fiber Order without cause, then Licensee shall pay all unpaid non-recurring fees and all monthly recurring license fees that would have been due for the remainder of the Order Term (a "Termination Charge"), which the Parties recognize as liquidated damages.

14. GENERAL PROVISIONS

- a. **Amendments.** This Agreement shall not be amended, altered, or modified except by an instrument in writing duly executed by both Parties.
- b. **No Assignment or Transfer.** Licensee may not assign or transfer (directly or indirectly by any means, including by operation of law or otherwise) this License Agreement and/or Licensed Fiber Order(s) or its rights or obligations hereunder to any other Person without first obtaining consent from Spectrum, and any assignment or transfer in violation of this Section shall be null and void. Spectrum may assign its rights and obligations under this Agreement, in whole or in part, and any Licensed Fiber Order to affiliates controlling, controlled by or under common control with Spectrum, or to its successor-in-interest if Spectrum sells some or all of the underlying communications system(s) without the prior approval of or notice to Licensee. Licensee understands and agrees that, regardless of any such assignment, the rights and obligations of Spectrum in this Agreement may accrue to, or be fulfilled by, any affiliate, as well as by Spectrum or its subcontractors.
- c. **Notices.** Unless otherwise provided in this Agreement, all notices, demands, requests, approvals or other communications which may be or are required to be given, served or sent pursuant to this Agreement shall be in

writing and shall be mailed by registered or certified mail, return receipt requested, postage prepaid, or delivered by nationally recognized overnight courier addressed as follows:

If to Licensee: City of Titusville
Attn: William S. Larese, City Manager
555 S. Washington Ave.,
Titusville, FL 32796

with a copy to: City of Titusville
Attn: Purchasing & Contracting
555 S. Washington Ave.,
Titusville, FL 32796

If to Spectrum: Charter Communications
Attn: Commercial Contracts Management - Legal
12405 Powerscourt Drive
St. Louis, MO 63131
Phone: 314-288-3470

Each Party may designate by notice in writing a new address to which any notice, demand, request, report, approval, or communication may thereafter be given, served, or sent. Each notice, demand, request, report, approval, or communication which shall be mailed or delivered in the manner described above, shall be deemed sufficiently given, served, sent, or received for all purposes at such time as it is delivered to the addressee (with the return receipt or the delivery receipt being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

- d. **Severability.** If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be held to be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity or enforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of said agreement; *provided, however*, that if any such ineffectiveness or unenforceability of any provision of this Agreement, in the good faith judgment of either Party, renders the benefits to such Party of this Agreement as a whole uneconomical in light of the obligations of such Party under this Agreement as a whole, then Spectrum and Licensee shall negotiate in good faith in an effort to restore insofar as possible the economic benefits of the transaction to the Parties.
- e. **Independent Contractors.** In all matters pertaining to this Agreement, the relationship of Spectrum and Licensee shall be that of independent contractors, and neither Spectrum nor Licensee shall make any representations or warranties that their relationship is other than that of independent contractors. This Agreement is not intended to create nor shall it be construed to create any partnership, joint venture, employment or agency relationship between Spectrum and Licensee; and no Party hereto shall be liable for the payment or performance of any debts, obligations, or liabilities of the other Party, unless expressly assumed in writing herein or otherwise. Each Party retains full control over the employment, direction, compensation, and discharges of its employees, and will be solely responsible for all compensation of such employees, including social security, tax withholding and worker's compensation responsibilities.
- f. **Labor Relations.** Each Party hereto shall be responsible for labor relations with its own employees. Each Party agrees to notify the other immediately whenever it has knowledge that a labor dispute concerning its employees or its affiliates' employees is delaying or threatens to delay timely performance of its obligations under this Agreement.
- g. **Exercise of Rights; Waivers.** No failure or delay on the part of either Party hereto in exercising any right, power, or privilege hereunder and no course of dealing between the Parties shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise may be provided herein, the failure of Spectrum to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. To be legally binding on a Party, any waiver must be in writing.
- h. **Additional Actions and Documents.** Each of the Parties hereto hereby agrees to take or cause to be taken such further actions, to execute, acknowledge, deliver and file or cause to be executed, acknowledged, delivered and filed such further documents and instruments, and to use its commercially reasonable efforts to obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement, whether at or after the execution of this Agreement.

- i. **Survival.** The obligations of the Parties under Sections 7(c)-(e) (Taxes), 8(b) (Disclaimer of Warranties), 8(c) (Insurance), 8(d)-(e) (Indemnification), 9(b) (Limitation of Liability), 10 (Confidentiality) (for a period of three (3) years), 12 (Arbitration), and 14 (General Provisions).
- j. **Headings.** Article and section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction, or scope of any of the provisions hereof.
- k. **Incorporation of Exhibits.** The Exhibits referenced in and attached to this Agreement shall be deemed an integral part hereof to the same extent as if written at length herein.
- l. **Governing Law; Venue; Waiver of Jury Trial.** This Agreement and each of its provisions shall be governed by and construed and interpreted according to the substantive laws of the State of **Florida**, except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded. Any legal action brought under or in connection with the subject matter of this Agreement shall be brought only in the United States District Court for the **Middle District of Florida** or, if such court would not have jurisdiction over the matter, then only in a **Florida** State court sitting in **Brevard County**, Florida. Each Party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of this Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of this Agreement in the Federal or state courts sitting in **Brevard County, Florida**, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, LICENSEE AND SPECTRUM EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY. LICENSEE AND SPECTRUM AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN LICENSEE'S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING.
- m. **Counterparts; Electronic Transactions.** This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which taken together shall constitute one and the same instrument. Execution of a facsimile or other electronic copy will have the same force and effect as execution of an original, and facsimile or electronic signature will be deemed an original and valid signature. The Parties agree to conduct business using electronic means including using electronic records and electronic signatures, except as provided with respect to notices.
- n. **Entire Agreement.** This Agreement, including all Exhibits and Licensed Fiber Orders, constitutes the entire agreement between the Parties with respect to the transaction contemplated herein, and supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein.
- o. **Performance.** Except as specifically set forth herein, for the purpose of this Agreement, the normal standards of performance within the communications industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely.
- p. **No Third Party Beneficiaries.** The Parties agree that the terms of this Agreement and the Parties' respective performance of obligations hereunder are not intended to benefit any person or entity not a party to this Agreement, that the consideration provided by each under this Agreement only runs to the respective Parties hereto, and that no person or entity not a Party to this Agreement shall have any rights hereunder nor the right to require the performance hereunder by either of the respective Parties hereto.
- q. **Remedies Cumulative and Nonexclusive.** Unless stated otherwise herein, all rights and remedies of the Parties under this Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any rights or remedies available to the Parties whether provided by law, in equity, by statute or otherwise. The exercise of any right or remedy does not preclude the exercise of any other rights or remedies.

EXHIBIT A

FIBER SPECIFICATIONS

1. Spectrum will provide industry standard single-mode fiber that meets or exceeds the ITU-T G.652, G.655, or G.657 recommendations.
2. The Licensed Fiber(s) shall also meet or exceed the IEC 60793-2, TIA/EIA 492-EA00, TIA/EIA 492-CAAA, and Telcordia GR-20-CORE requirements.
3. All splices will be performed using industry standard fusion splicing techniques.
4. Heterogenous fiber splice may not meet the Telcordia GR-20 requirements, and may have higher splice loss and reflectance.

EXHIBIT B

FIBER CABLE SPLICING, TESTING AND ACCEPTANCE STANDARDS

1. The Party testing fibers hereunder (“Testing Party”) will perform all tests on Licensed Fiber(s) as laid out in Sections 2, 3, and 4 and as applicable to the respective party. The tests should at a minimum follow the requirements and meet the criteria as laid out in Sections 5 and 6. The Testing Party will use the test equipment and follow the testing standards as laid out in Section 7. The Testing Party will confirm operations according to the standards as laid out in Section 8.

2. The Testing Party will take and record power level readings on all Licensed Fiber(s) at both wavelengths in both directions. The Testing Party will then begin bi-directional OTDR testing of all Licensed Fiber(s). The Testing Party will produce for its use and provide copies to the Non-Testing Party of the OTDR traces recorded according to the standards in Paragraph 7.

3. During the initial construction, it is only possible to measure the fiber from one direction. Because of this, splices will be qualified by the Testing Party during initial construction by being measured with an OTDR from only one direction.

(a) OTDR measurements of the splice losses will be made and recorded. These measurements MUST BE MADE AFTER THE SPLICE HANDHOLD OR MANHOLE IS CLOSED in order to check for macro-bending problems.

(b) When notified by the Party providing fibers hereunder that testing may begin, the pigtail test may be performed for that site.

(c) As splice points are completed, OTDR measurements of the splice losses will be made and recorded by the Testing Party. These measurements must be made after the splice handhold or manhole is closed in order to check for macro-bending problems. The Testing Party will provide copies of these measurements to the Non-Testing Party upon completion of measurements.

4. Continuity tests will be done to verify that no fibers have been “frogged” or crossed in any of the splice points. Loss measurements will be recorded using a laser source and a power meter. OTDR traces will be taken, and splice loss measurements will be recorded. The Testing Party will also store OTDR traces and provide copies to the Non- Testing Party.

(a) Once the fiber color and buffer tube color have been recorded, a laser light source will be attached, and a power meter reading will be taken at the far end. Then power level readings should be taken in the opposite direction. The power measurements should be made at 1550nm. Copies of all measurement documentation will be provided to the Non-Testing Party.

5. The loss value of the pigtail connector and its associated splice with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of the pigtail connector and its associated splice with mismatched mode field diameters should not exceed .8 dB. For values greater than this, the splice will be broken and re-spliced until an acceptable loss value is achieved. If the loss value is not less than 0.5 dB, the splice will be marked as Out-of-Spec (“OOS”) and will be initialed by the Testing Party representative on the data sheet. The Testing Party will then provide all documentation to the Non-Testing Party. Spectrum will remedy the situation per contractual arrangements. The objective for each splice is a loss of 0.0 dB. Since this may not always be achievable, when measured in one direction with an OTDR, a loss of less than 0.15 dB will be acceptable. If after 3 attempts, the Testing Party was not able to produce a loss value of less than 0.15, then 0.3 dB will be acceptable. If after two (2) additional attempts, a value of less than 0.3 dB is not achievable, then the splice will be marked as OOS and initialed by the Testing Party on the data sheet. It should be noted that if final acceptance of a splice is made based on bi-directional OTDR data that proves to be unacceptable, the Non-Testing Party will notify the Testing Party who will remedy the situation per contractual agreement. Copies of all data will be provided to the Non-Testing Party at completion of testing.

6. The test requirements for the bi-directional testing are as follows (for all testing, it is critical that all test connections are clean during all testing procedures):

(a) The continuity test should prove that there is a one-to-one correspondence of all fibers. Any “frogs” or fibers that cross in route will be remedied by the Spectrum upon notification, per contractual agreement.

(b) Bi-directional OTDR data will be the tool used to make acceptance of the fibers. The average loss of

each splice should be 0.3 dB, not to exceed 0.5 db. Any splice points that exceed this value will be marked OOS and initialed by the Testing Party representative on the data sheet. The Testing Party will then provide copies of all data to the Non-Testing Party, and the Party providing the fibers hereunder will remedy the situation per contractual agreement.

(c) The Optical Return Loss (“ORL”) will be documented for information only. Target parameters for ORL shall align with Telcordia specifications of >27 dB ORL.

7. During initial testing, Spectrum will adhere to industry standard fiber characterization methodologies using consistent test equipment on both ends of the span. Spectrum will provide PDF reports to Licensee of testing methodology, configuration parameters, and test results. For spans < 40km, OTDR traces will be taken at 1310 nm and 1550 nm. For spans > 40km, OTDR traces will be taken at 1550 nm only. Loss measurements for each splice will be measured and recorded in both directions. These loss values should then be averaged.

(a) The fiber span testing for attenuation, reflectance, and ORL shall be done using industry standard equipment as per the procedures described in IEC 60793-1, IEC 60874, TIA-455-171, TIA-455-175, TIA-455-8, TIA-455-61, TIA-455-78, TIA-455-107, TIA-455-133, and TIA-455-239. Reflectance on any open-air splice (i.e., a “cross connect”) shall be -50 dB or better (-51 dB to -60 dB). ORL values shall be 30 dB or higher (30 dB to 40 dB).

(b) If, after agreed upon attempts, a splice loss value meeting the standards is not achievable, then the splice will be marked as OOS on the datasheet for reference, and both parties would agree to move forward with the best achievable splice loss.

EXHIBIT C

MAINTENANCE PROCEDURES

I. PREVENTATIVE, DEMAND AND EMERGENCY MAINTENANCE

(a) **Preventative Maintenance:** Preventative Maintenance refers to upgrades, and or routine maintenance or necessary alteration/repair of hardware or software or upgrades to increase capacity. Preventative Maintenance may temporarily degrade the quality of the service, including possible outages. Preventative Maintenance shall be undertaken only between the hours of 12:01 AM to 6:00 AM (local time) Monday – Friday. Where necessary but not routine, activity may be scheduled by Spectrum or 3rd party entities on Saturday and Sunday. High risk activity may be scheduled during daytime hours for safety reasons. The Party performing such maintenance shall provide at least ten (10) business days prior notice to the other Party of Preventative Maintenance.

Preventative Maintenance performed by Spectrum shall commence with respect to the Licensed Fiber(s) upon the commencement of the grant of License hereunder. Preventative Maintenance performed by Spectrum shall include the following activities: (i) Patrol of System route on a regularly scheduled basis; (ii) Maintenance of a “Call-Before-You-Dig” program and all required and related cable locates; (iii) Maintenance of sign posts along the System right-of-way with the number of the local “Call-Before-You-Dig” organization and the “800” number for the appropriate “Call-Before-You-Dig” program; and (iv) Assignment of maintenance technicians to locations along the route of the System at approximately 200-mile intervals dependent upon terrain and accessibility. Licensee shall immediately report the need for **Unscheduled Maintenance** to Spectrum in accordance with procedures promulgated by Spectrum from time to time. Spectrum will log the time of Licensee’s report, verify the problem and dispatch personnel immediately to take corrective action.

(b) **Emergency Maintenance (Unscheduled Maintenance or Repair):** Emergency Maintenance shall be performed by or under the direction of Spectrum in response to an alarm identification by Spectrum’s Network Operations Center (“NOC”), notification by Licensee or notification by any third party of any failure, interruption, or impairment in the operation of a Licensed Fiber, or any event imminently likely to cause the failure, interruption, or impairment in the operation of a Licensed Fiber. Work to address an Emergency Maintenance situation may degrade the quality of or cause outages. Spectrum may undertake Emergency Maintenance at any time deemed necessary but shall make commercially reasonable efforts to perform such maintenance within the hours identified for Preventative Maintenance if possible. Spectrum shall provide notice of Emergency Maintenance to Licensee as soon as is commercially practicable under the circumstance but when reasonably possible; provide notice twenty-four (24) hours in advance. Whenever prior notice is given, Licensee agrees to acknowledge notice of the emergency event in a reasonable period of time and in all events, Licensee will take necessary steps to notify key personnel internally in order for the Spectrum to correct or repair the affected area.

(c) **Demand Maintenance:** “Demand” maintenance is work necessary to restore service to one or more end-users of Spectrum and/or maintenance work required when a deficiency is found when performing Preventative Maintenance work. Spectrum may undertake Demand Maintenance immediately. Spectrum shall provide notice of Demand Maintenance to Licensee as soon as is commercially practicable under the circumstances.

(d) **Notification:** Spectrum shall provide Licensee with notice of Preventative Maintenance or as soon as possible in the case of Emergency or Demand Maintenance to the following by means of electronic mail notification and telephone:

Party Reporting Change/Maintenance Activity	Notification Method
Spectrum	Email To: ChangeManagement-Carrier@charter.com
Licensee	Email To:

Licensee shall notify Spectrum of any failure, interruption, or impairment in the operation of a Licensed Fiber, or any event imminently likely to cause the failure, interruption, or impairment in the operation of a Licensed Fiber.

Notifications for planned change/maintenance activities should be sent as follows:

Party Reporting Change/Maintenance Activity	Notification Method
---------------------------------------------	---------------------

Spectrum	Email To: ChangeManagement-Carrier@charter.com
Licensee	Email To:

Notifications should include the following information:

- Name and contact information
- Ticket number or reference for the change/maintenance activity
- Severity/Priority
- Maintenance/Change Type
- Time activity is scheduled to start
- Estimated time of completion
- Circuit IDs and/or sites impacted (or potentially impacted)
- Dark fiber locations may also be communicated by using the following where a circuit ID is unavailable:
 - ✓ A/Z Physical Address Location
 - ✓ Utility Pole Identifier
 - ✓ Fiber Sheath tag or identifier

Licensee shall have the right to be present, at its sole cost and expense, during the performance of any Maintenance so long as this requirement does not interfere with Spectrum's ability to perform its obligations under this Agreement. If Maintenance is canceled or delayed for whatever reason as previously notified, Spectrum shall notify Licensee at Spectrum's earliest opportunity, and will comply with the provisions of the previous sentence to reschedule any delayed activity.

II. SPECTRUM ENTERPRISE NETWORK OPERATIONS CENTER.

Spectrum operates and maintains an operations center, Spectrum Enterprise Network Operations Center (CB NOC), which is staffed twenty-four (24) hours a day, seven (7) days a week. Spectrum shall have a maintenance employee at the site requiring Emergency or Demand Maintenance activity within four (4) hours after the time Spectrum becomes aware of an event requiring Emergency or Demand Maintenance, unless delayed by circumstances beyond the reasonable control of Spectrum.

III. COOPERATION AND COORDINATION.

Licensee shall utilize the Spectrum Enterprise NOC Escalation List, as updated from time to time, to report and seek immediate initial redress of exceptions noted in the performance of Spectrum in meeting maintenance service objectives. The following is the initial Spectrum Enterprise Network Operations Center Escalation List.

TROUBLE REPORTING PROCEDURES

(a) To report suspected problems on the Licensed Fiber(s) please call our Spectrum Enterprise NOC at (866) 785-5681.

We will request the following information related to the problem you are reporting:

1. Company name
2. Your name
3. Your phone number
4. Licensee Contact name and number
5. Licensee account number
6. Licensee trouble ticket number
7. Fiber origination and termination locations
8. Time of trouble onset
9. Nature of observed trouble
10. Is Licensed Fiber(s) released to Licensee for testing?

Once our Spectrum Enterprise NOC representative has received all of this information a Licensee Trouble Ticket will be assigned, and investigation of your report will begin. Once the status of your report has been determined the Spectrum Enterprise NOC will contact your designated contact individual at the appropriate number to discuss the findings.

(b) Spectrum will, as necessary, arrange for unescorted access for Licensee to all sites of the System, subject to applicable contractual, underlying real property and other third-party limitations and restrictions.

(c) If that any Maintenance hereunder requires a traffic roll or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of the Licensee, then Licensee shall, at Spectrum's reasonable request, make such personnel of Licensee available as may be necessary in order to accomplish such maintenance, which personnel shall coordinate and cooperate with Spectrum in performing such maintenance as required of Spectrum hereunder.

IV. **FACILITIES.** Spectrum shall maintain the System in a manner which will permit Licensee's use, in accordance with the terms and conditions provided under the terms of the Agreement.

V. **CABLE; FIBERS.**

a) Spectrum shall perform appropriate Preventative Maintenance on the System in accordance with Spectrum's then current preventative maintenance procedures, which shall not substantially deviate from standard industry practice.

(b) Spectrum shall have qualified representatives on site any time Spectrum has reasonable advance knowledge that another person or entity is engaging in construction activities or otherwise digging within five (5) feet of the Cable.

VI. **SUBCONTRACTING.** Spectrum may subcontract any of the maintenance services hereunder; provided that Spectrum shall require the subcontractor(s) to perform in accordance with the requirement and procedures set forth herein. Spectrum shall remain responsible for all acts and omissions of the subcontracts, and the use of any such subcontractor shall not relieve Spectrum of any of its obligations hereunder.

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the City Council
From: Scott Larese, City Manager
Subject: **Ordinance No. 45-2024 - Consolidated Fees for Development Applications and Legal Advertising Ordinance**
Department/Office: Community Development

Recommended Action:

Table the public hearing and second reading of Ordinance No. 45-2024 Consolidated Fees for Development Applications and Legal Advertising to the regular City Council meeting on December 10, 2024 at 6:30 p.m. City Council tabled the first reading of this ordinance at their regular City Council meeting on November 12, 2024; therefore, the recommended action is to table the public hearing and hold the first reading at this meeting.

Ordinance No. 45-2024 amending the Code of Ordinances by amending Community Development Fees by amending Development Review Procedures Manual Sections 17.1 "Comprehensive Plan Amendment, Zoning/Rezoning, Conditional Use Permits, Development Review Committee and Master Plan Fees", 17.4 "Board of Adjustments and Appeals Fees", 17.5. Development Agreement/Vested Rights Application/Beneficial Use Determination/Transfer of Development Rights/Administrative Waiver", and 17.6 "Vacating Rights-of-Way and Easement/Streets Renaming"; by adding a new Section 17.8 "Building Relocation Pursuant to Chapter 6-10, Buildings and Building Regulations, Amendments" to provide a Building Relocation Fee; by renumbering and amending Section 17.8 "Fee Refund/Waiver Policy" to be Section 17.9; and by adding a new Section 17.10 "Special Circumstances" authorizing City to collect fees equal to cost if new advertising requirements are created; providing for findings, severability, repeal of conflicting ordinances, incorporation into the code and an effective date. (This is a legislative item.) **(The first reading will be held at this meeting and the public hearing will be held at the regular City Council meeting on December 10, 2024 at 6:30 p.m.)**

On November 6, 2024, the Planning and Zoning Commission recommended approval, 7-0.

Summary Explanation & Background:

The City offers a number of significant services to its residents, business owners and

visitors for which it charges fees that should be commensurate with the cost incurred by the City to perform the services. Currently, the City's development application fees are separated between the cost of processing the application and the cost of advertising any necessary public hearing. The City regularly evaluates the true cost of services and proposes adjustments where necessary. Based on an evaluation of advertising costs for the past year, it is recommended the advertising fees be increased. Further, the advertising fees should be consolidated into the development application fees. The consolidated fees will provide ease of understanding by the public and implementation by the City. The staff recommends amending the Development Review Procedures Manual Section 17 by this ordinance, and updating the development application fees in order to include the cost of required advertising.

Alternatives:

- 1. Adopt the ordinance.
- 2. Adopt the ordinance with changes.
- 3. Do not adopt the ordinance.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Goal 2 - Efficient & Effective Services
Goal 5 - Effective Governance

Strategic Plan Impact:

The advertising fee update will cover the cost for services. The consolidated fees will provide ease of understanding by the public and implementation by the City.

ATTACHMENTS:

- 1. Consolidated Fees for Development Applications and Legal Advertising Ordinance Council (3)
- 2. Business Impact Estimate_Ordinance 45-2024
- 3. Legal Ad - Original

ORDINANCE NO. 45-2024

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING COMMUNITY DEVELOPMENT FEES BY AMENDING DEVELOPMENT REVIEW PROCEDURES MANUAL SECTIONS 17.1 “COMPREHENSIVE PLAN AMENDMENT, ZONING/REZONING, CONDITIONAL USE PERMITS, DEVELOPMENT REVIEW COMMITTEE AND MASTER PLAN FEES”, 17.4 “BOARD OF ADJUSTMENTS AND APPEALS FEES”, 17.5. DEVELOPMENT AGREEMENT/VESTED RIGHTS APPLICATION/BENEFICIAL USE DETERMINATION/TRANSFER OF DEVELOPMENT RIGHTS/ADMINISTRATIVE WAIVER”, AND 17.6 “VACATING RIGHTS-OF-WAY AND EASEMENT/STREETS RENAMING”; BY ADDING A NEW SECTION 17.8 “BUILDING RELOCATION PURSUANT TO CHAPTER 6-10, BUILDINGS AND BUILDING REGULATIONS, AMENDMENTS” TO PROVIDE A BUILDING RELOCATION FEE; BY RENUMBERING AND AMENDING SECTION 17.8 “FEE REFUND/WAIVER POLICY” TO BE SECTION 17.9; AND BY ADDING A NEW SECTION 17.10 “SPECIAL CIRCUMSTANCES” AUTHORIZING CITY TO COLLECT FEES EQUAL TO COST IF NEW ADVERTISING REQUIREMENTS ARE CREATED; PROVIDING FOR FINDINGS, SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE AND AN EFFECTIVE DATE.

WHEREAS, the City of Titusville offers a number of significant services to its residents, businesses owners and visitors for which it charges fees that should be commensurate with the cost incurred by the City to perform the services including the cost of advertising as required by Statute, and

WHEREAS, these fees have been established by the City, and the City desires to amend the Development Review Procedures Manual Section 17 by this ordinance, and adopt certain new fees in order to include the cost of required advertising into the fees for ease of understanding by the public and implementation by the City.

NOW, THEREFORE, 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 incorporated herein by this reference.

SECTION 2: That the Code of Ordinances, City of Titusville Development Review Procedures Manual, Section 17.1 “Comprehensive Plan Amendment, Zoning/Rezoning, Conditional Use Permits, Development Review Committee and Master Plan Fees”, is hereby amended to read as follows:

17.1. *Comprehensive Plan Amendment, Zoning/Rezoning, Conditional Use Permits, Development Review Committee, and other Master Plan Fees.*

(a) Comprehensive Plan Amendment (CPA) ~~\$1,575.00~~ \$3,025.00,
Plus \$8.00 per acre, ~~Plus legal advertisement cost Amendment (SSA) \$1950.~~

(b) Comprehensive Plan Amendment with Annexation \$4,475 Plus \$8.00 per acre.

(c) Small Scale Comprehensive Plan Amendment (SSA) \$1950 Plus \$8.00 per acre.

(db) Comprehensive Plan Amendment (Text Amendment) ~~\$735.00~~ 2,185.00

~~Plus legal advertisement cost~~

(~~ee~~) Land Development Regulations Amendment ~~\$ 1,575.00~~ 2,575.00

~~Plus legal advertisement cost~~

(~~fd~~) Zoning/Rezoning (When not accompanied by a CPA) ~~\$ 1,575.00~~ 1,875.00

Plus \$8.00 per acre, ~~Plus legal advertisement cost~~

(~~ge~~) Conditional Use (CUP) ~~\$ 1,575.00~~ 1,775.00

Plus \$8.00 per acre, ~~Plus legal advertisement cost~~

(~~hf~~) Planned Industrial Park, Planned Unit Development, Urban Village Zoning and other Master Plan approval or amendment ~~\$ 1,575.00~~ 1,825.00

Plus \$8.00 per acre and \$8.00 per lot/dwelling unit, ~~Plus legal advertisement cost~~ (The \$8.00 per acre fee for a Master Plan will not be collected when the Master Plan is accompanied by a CPA or REZ.)

(~~ig~~) Development Review Committee ~~\$250.00~~

SECTION 3: That the Code of Ordinances, City of Titusville Development Review Procedures Manual, Section 17.4 "Board of Adjustment and Appeals Fees", is hereby amended to read as follows:

17.4. *Board of Adjustment and Appeals Fees.*

(a) Appeals from decision of an administrative official: ~~\$475.00~~ 650.00

~~plus legal advertisement fee.~~ (Should the Board sustain the appeal, ~~\$475.00~~ fee and ~~advertisement fee~~ is refunded.)

(b) Variances:

(1) Single-family, multifamily zoning districts and non-profit organization properties: ~~\$265.00~~ 440.00

~~plus legal advertisement fee.~~

(2) All commercial, industrial, mixed use and any other district/uses not listed in subsection (b)(1) above: ~~\$525.00~~ 700.00

~~plus legal advertisement fee.~~

(3) Subsequent items processed at the same time as the first item: \$100.00 per additional request

(c) Public Purpose Variances ~~\$525.00~~ 700.00

~~plus legal advertisement fee.~~

SECTION 4: That the Code of Ordinances, City of Titusville Development Review Procedures Manual, Section 17.5 "Development agreement/vested rights application/beneficial use determination/transfer of development rights/administrative waiver", is hereby amended to read as follows:

17.5. *Development agreement/vested rights application/beneficial use determination/transfer of development rights/administrative waiver.*

- (a) Development Agreement ~~\$1,575.00~~ 1,825.00
plus \$8.00 per dwelling unit/1,000 square feet nonresidential ~~plus legal advertisement cost.~~
- (b) Vested Rights Application \$1,575.00
plus \$8.00 per dwelling unit/1,000 square feet nonresidential ~~plus legal advertisement cost.~~
- (c) Beneficial Use Determination ~~\$1,575.00~~ Based upon remedy requested:
 - (1) Comprehensive Plan Amendment \$3,025.00 Plus \$8 per acre per dwelling unit/1,000 square feet nonresidential
 - (2) Small Scale Comprehensive Plan Amendment \$1,950.00 Plus \$8 per acre per dwelling unit/1,000 square feet nonresidential
 - (3) Comprehensive Plan Text Amendment \$2,185.00
 - (4) Rezoning (When not accompanied by a CPA) \$1,875.00 Plus \$8 per acre per dwelling unit/1,000 square feet nonresidential
 - (5) Conditional Use Permit \$1,775.00
 plus \$8.00 per dwelling unit/1,000 square feet nonresidential ~~plus legal advertisement cost.~~
- (d) Transfer of Development Rights ~~\$475.00~~ 725.00
plus \$8.00 per dwelling unit.
- (e) Administrative Waiver of Setbacks/Minimum Lot Size \$105.00

SECTION 5: That the Code of Ordinances, City of Titusville Development Review Procedures Manual, Section 17.6 “Vacating rights-of-way and easements/street renaming”, is hereby amended to read as follows:

17.6. *Vacating rights-of-way and easements/street renaming.*

- (a) Vacating and Abandoning Rights-of-Way (ROWS) Streets and Alleys: ~~\$935.00~~ 1,410.00
~~plus legal advertisement cost.~~
- (b) Vacating and Abandoning of Plats: \$1475.00
- ~~(c)~~ Vacating Easement: ~~\$935.00~~ 1,410.00
~~plus legal advertisement cost.~~
- ~~(d)~~ Street Renaming: ~~\$630.00~~

SECTION 6. That the Code of Ordinances, City of Titusville is hereby amended by adding a section, to be numbered Development Review Procedures Manual, Section 17.8 “Building Relocation Pursuant to Chapter 6-10, Buildings and Building Regulations, Amendments”, which said section reads as follows:

17.8 Building Relocation Pursuant to Chapter 6-10, Buildings and Building Regulations, Amendments

(a) Building Relocation: \$200.

SECTION 7: That the Code of Ordinances, City of Titusville Development Review Procedures Manual, Section 17.8 “Fee Refund/Waiver Policy”, is hereby amended to read as follows:

17.98. *Fee Refund/Waiver Policy.* Requests for fee refunds or waivers shall be provided to the City Manager or designee in writing, and the request shall be evaluated based upon the following criteria:

- (a) Advertising fees, which in some cases are included within the application fee, will be refunded if an application is withdrawn in writing prior to the City submitting the advertisement to the newspaper.
- (b) With the exception of building permit fees and advertising fees, waivers may be approved by the City Manager or designee for public projects or affordable housing projects.
- (c) The City Manager may waive fees during declared emergencies, for projects or situations related to the said emergency.
- (d) The City Manager may waive all or a portion of a fee, if the fee is the result of staff error.
- (e) The City Manager or designee may waive the double building permit fee when justifiable cause has been demonstrated in writing.

SECTION 8: That the Code of Ordinances, City of Titusville is hereby amended by adding a section, to be numbered Development Review Procedures Manual, Section 17.9 “Special Circumstances”, which section reads as follows:

17.10. *Special Circumstances.* Changes in Florida Statutes or special circumstances may require advertising of applications not listed above. The City Manager or designee shall require payment of advertising fees equal to the charge made to the City for the required advertisement(s).

SECTION 9: 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 10: REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS. 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 11: 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.

SECTION 12: EFFECTIVE DATE. This Ordinance shall be 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 _____ day of _____ 2024.

Andrew Connors, Mayor

ATTEST:

Wanda F. Wells, City Clerk

City of Titusville, Florida
Business Impact Estimate

This form should be included in the City Council agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Titusville website by the time notice of the proposed ordinance is published, excluding the exceptions provided in 166.041(4), Florida Statutes.

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING COMMUNITY DEVELOPMENT FEES BY AMENDING DEVELOPMENT REVIEW PROCEDURES MANUAL SECTIONS 17.1 “COMPREHENSIVE PLAN AMENDMENT, ZONING/REZONING, CONDITIONAL USE PERMITS, DEVELOPMENT REVIEW COMMITTEE AND MASTER PLAN FEES”, 17.4 “BOARD OF ADJUSTMENTS AND APPEALS FEES”, 17.5. DEVELOPMENT AGREEMENT/VESTED RIGHTS APPLICATION/BENEFICIAL USE DETERMINATION/TRANSFER OF DEVELOPMENT RIGHTS/ADMINISTRATIVE WAIVER”, AND 17.6 “VACATING RIGHTS-OF-WAY AND EASEMENT/STREETS RENAMING”; BY ADDING A NEW SECTION 17.8 “BUILDING RELOCATION PURSUANT TO CHAPTER 6-10, BUILDINGS AND BUILDING REGULATIONS, AMENDMENTS” TO PROVIDE A BUILDING RELOCATION FEE; BY RENUMBERING AND AMENDING SECTION 17.8 “FEE REFUND/WAIVER POLICY” TO BE SECTION 17.9; AND BY ADDING A NEW SECTION 17.10 “SPECIAL CIRCUMSTANCES” AUTHORIZING CITY TO COLLECT FEES EQUAL TO COST IF NEW ADVERTISING REQUIREMENTS ARE CREATED; PROVIDING FOR FINDINGS, 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 law¹ 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

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

- 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*.

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 City of Titusville offers a number of significant services to its residents, businesses owners and visitors for which it charges fees that should be commensurate with the cost incurred by the City to perform the services including the cost of advertising as required by Statute.

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.

Response:

- (a) There are no compliance costs required of businesses to amend the City's existing application fees. Application fees are charged to property owners or their agents when requesting a change to the development rights of their property. The cost is commensurate with the City's cost of performing the services needed to process the application and bring the application to the Titusville City Council for consideration.
- (b) The proposed application fees consolidate the application fee and legal advertising costs for ease of understanding by the public and implementation by the City.
- (c) No new charges or fees are proposed.

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

0. No compliance costs will be required of businesses.

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
NOTICE OF PROPOSED
ENACTMENT OF TITUSVILLE
CITY ORDINANCE
AND PUBLIC HEARINGS WITH
RESPECT THERETO.

10/31/2024
PA.

PLEASE TAKE NOTICE that the City Council of the City of Titusville, Florida will hold a public hearing on Tuesday, November 26, 2024, at a meeting commencing at 6:30 p.m., at the 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 BY AMENDING COMMUNITY DEVELOPMENT FEES BY AMENDING DEVELOPMENT REVIEW PROCEDURES MANUAL SECTIONS 17.1 "COMPREHENSIVE PLAN AMENDMENT, ZONING/REZONING, CONDITIONAL USE PERMITS, DEVELOPMENT REVIEW COMMITTEE AND MASTER PLAN FEES", 17.4 "BOARD OF ADJUSTMENTS AND APPEALS FEES", 17.5, DEVELOPMENT AGREEMENT/VESTED RIGHTS APPLICATION/BENEFICIAL USE DETERMINATION/TRANSFER OF DEVELOPMENT RIGHTS/ADMINISTRATIVE WAIVER", AND 17.6 "VACATING RIGHTS-OF-WAY AND EASEMENT/STREETS RENAMING"; BY ADDING A NEW SECTION 17.8 "BUILDING RELOCATION PURSUANT TO CHAPTER 6-10, BUILDINGS AND BUILDING REGULATIONS, AMENDMENTS" TO PROVIDE A BUILDING RELOCATION FEE; BY RENUMBERING AND AMENDING SECTION 17.8 "FEE REFUND/WAIVER POLICY" TO BE SECTION 17.9; AND BY ADDING A NEW SECTION 17.10 "SPECIAL CIRCUMSTANCES" AUTHORIZING CITY TO COLLECT FEES EQUAL TO COST IF NEW ADVERTISING REQUIREMENTS ARE CREATED; PROVIDING FOR FINDINGS, 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, November 6, 2024, 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

Reviewed on
10/31/24
p5.

Public Notices

Originally published at floridatoday.com on 10/31/2024

Ad#10706336 10/31/2024
CITY OF TITUSVILLE
NOTICE OF PROPOSED
ENACTMENT OF TITUSVILLE CITY ORDINANCE
AND PUBLIC HEARINGS WITH RESPECT THERETO

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Phone 321-567-3686 and
Fax 321-383-5704

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the City Council
From: Scott Larese, City Manager
Subject: **Ordinance No. 46-2024 - Willow Creek Community Development District (CDD) Contraction Amendment**
Department/Office: Community Development

Recommended Action:

Table the public hearing and second reading of Ordinance No. 46-2024 Willow Creek Community Development District (CDD) Contraction Amendment to the regular City Council meeting on December 10, 2024 at 6:30 p.m. City Council tabled the first reading of this ordinance at their regular City Council meeting on November 12, 2024; therefore, the recommended action is to table the public hearing and hold the first reading at this meeting.

Ordinance No. 46-2024 amending Ordinance No. 88-2005 and contracting the boundary of the Willow Creek Community development district pursuant to Chapter 190, Florida Statutes (2024); providing a title; providing findings; describing the amended external boundaries of the district; describing the functions and powers of the district; providing for notice requirements; providing for severability; providing for administrative correction of the scrivener's errors; and providing an effective date. **(The first reading will be held at this meeting and the public hearing will be held at the regular City Council meeting on December 10, 2024 at 6:30 p.m.)**

Summary Explanation & Background:

The "Uniform Community Development Act of 1980", Chapter 190, *Florida Statutes* ("Act"), sets forth the exclusive and uniform method for establishing a community development district. The Willow Creek Community Development District (CDD), has filed a Petition to Amend the Boundaries of the Willow Creek Community Development District pursuant to Section 190.046, *Florida Statutes*. The District is a local unit of special-purpose government established pursuant to the provisions of the Act and City of Titusville Ordinance No. 88-2005. The amendment of the District boundaries will not act to amend any land development approvals and/or applicable land development regulations governing the land area to be included within the District. The amendment of the District boundaries will constitute a timely, efficient, effective, responsive, and economic way to deliver community development services in the area described in the Petition.

Alternatives:

1. Adopt the ordinance.
2. Adopt the ordinance with changes.
3. Do not adopt the ordinance.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Goal 2 - Efficient & Effective Services

Strategic Plan Impact:

The CDD will be responsible for the maintenance of common area infrastructure in the Willow Creek development.

ATTACHMENTS:

1. Willow Creek CDD Contraction Amendment Petition
2. CDD Boundary Amendment Ordinance - Willow Creek Council 11-12-24
3. Business Impact Estimate_Willow Creek Contraction_11-6-24
4. Original Legal Ad_Ordinances 46-2024 and 47-2024

BEFORE THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA

**PETITION TO CONTRACT THE BOUNDARIES OF THE
WILLOW CREEK COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, Willow Creek Community Development District (hereafter the “**District**”), a local unit of special-purpose government established pursuant to the provisions of Chapter 190, *Florida Statutes*, and City of Titusville Ordinance No. 88-2005 (the “**Ordinance**”), and located within the City of Titusville, Florida (the “**City**”), hereby petitions the City Council of the City, pursuant to the “Uniform Community Development District Act of 1980,” Chapter 190, *Florida Statutes*, and specifically Section 190.046(1)(b), *Florida Statutes*, to adopt an amendment to the Ordinance to remove approximately 425.15 acres, more or less, from the District. In support of this Petition, Petitioner states as follows:

1. History and Basis for Petition. On December 19, 2005, upon petition by Willow Creek Residential Community Developers, Inc., the City Council of the City adopted Ordinance No. 88-2005, establishing the District effective the same date. The District currently comprises approximately 682.89 acres of land as identified in the Ordinance (the “**Existing District**”). The current members of the Board of Supervisors of the District (the “**Board**”) were duly elected at a landowners’ elections held on November 6, 2020 and November 4, 2022, or otherwise appointed to fill open seats. The Board authorized an amendment of the District’s boundaries on June 7, 2024.

2. Location and Size. The District currently consists of land located within the City. The Contraction Parcels (hereinafter defined) are located entirely within the City. **Exhibit 1** depicts the general location of the Existing District and the Contraction Parcels. The metes and bounds and legal description of the current District is provided in **Exhibit 2**. The metes and bounds

description of the land proposed to be contracted from the District (the “**Contraction Parcels**”), is set forth in **Exhibit 3**. After contraction, the District will encompass a total of approximately 257.74 acres of land, more or less. The metes and bounds and legal description of the proposed District boundary after the contraction are set forth in **Exhibit 4** (the “**Amended District**”).

3. Landowner Consent. The District has written consent to amend the boundary of the District from the owner of the Contraction Parcels. Documentation of the consent is contained in **Exhibit 5**. The favorable action of the Board of Supervisors of the District also constitutes consent for all of the landowners currently within the District pursuant to Section 190.046(1)(g), *Florida Statutes*, and is evidenced by the District’s adoption of Resolution No. 2024-04, and submission of this Petition. Resolution No. 2024-04 is attached hereto as **Exhibit 6**.

4. Future Land Uses. The designation of future general distribution, location and extent of the public and private land uses proposed for the area to be contracted from the District by the future land use plan element of the City Comprehensive Plan are shown on **Exhibit 7**. Contraction of the District in the manner proposed is not inconsistent with the adopted City Comprehensive Plan. Furthermore, all development within the Contraction Parcels and the Amended District will continue to be subject to the same development regulation, permitting requirements and zoning as required by the State of Florida, Brevard County and the City following contraction of the District’s boundaries.

5. District Facilities and Services. No facilities or services are currently being provided by the District to the Contraction Parcels. The Contraction Parcel is anticipated to be developed as set forth in the concurrently submitted Petition to Establish the Willow Creek II Community Development District. That concurrent petition contains the proposed timetable of

construction of proposed district services to the area and the estimated cost of construction the proposed improvements contained therein.

6. Statement of Estimated Regulatory Costs. **Exhibit 8** is the Statement of Estimated Regulatory Costs (“**SERC**”) prepared in accordance with the requirements of Section 120.541, *Florida Statutes*. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

7. Authorized Agent. The counsel for the Petitioner is Kilinski | Van Wyk PLLC. A copy of the Authorization of Agent is attached hereto as **Exhibit 9**. Copies of all correspondence and official notices should be sent to:

Jennifer Kilinski, Esq.
jennifer@cddlawyers.com
Patrick Collins, Esq.
patrick@cddlawyers.com
KILINSKI | VAN WYK PLLC
517 E. College Avenue
Tallahassee, Florida 32301

8. This Petition to contract the boundary of the Willow Creek Community Development District should be granted for the following reasons:

a. Amendment of the District and all land uses and services planned within the District as amended are not inconsistent with applicable elements or portions of the adopted State Comprehensive Plan, the Brevard County Comprehensive Plan, or the City Comprehensive Plan.

b. The District, as amended, will be of a sufficient size and will be sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The District, as amended, is the best alternative available for delivering community development services and facilities to the area that will be served by the District.

d. The District, as amended, will not be incompatible with the capacity and uses of existing local and regional community development services and facilities.

e. The area to be served by the District, as amended, is still amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the City Council of the City of Titusville, Florida to:

a. Schedule a public hearing in accordance with the requirements of Section 190.046(1)(b), *Florida Statutes*; and

b. Grant this Petition and amend the Ordinance to contract the boundaries of the District pursuant to Chapter 190, *Florida Statutes*.

RESPECTFULLY SUBMITTED, this 18th day of July 2024.

KILINSKI VAN WYK PLLC

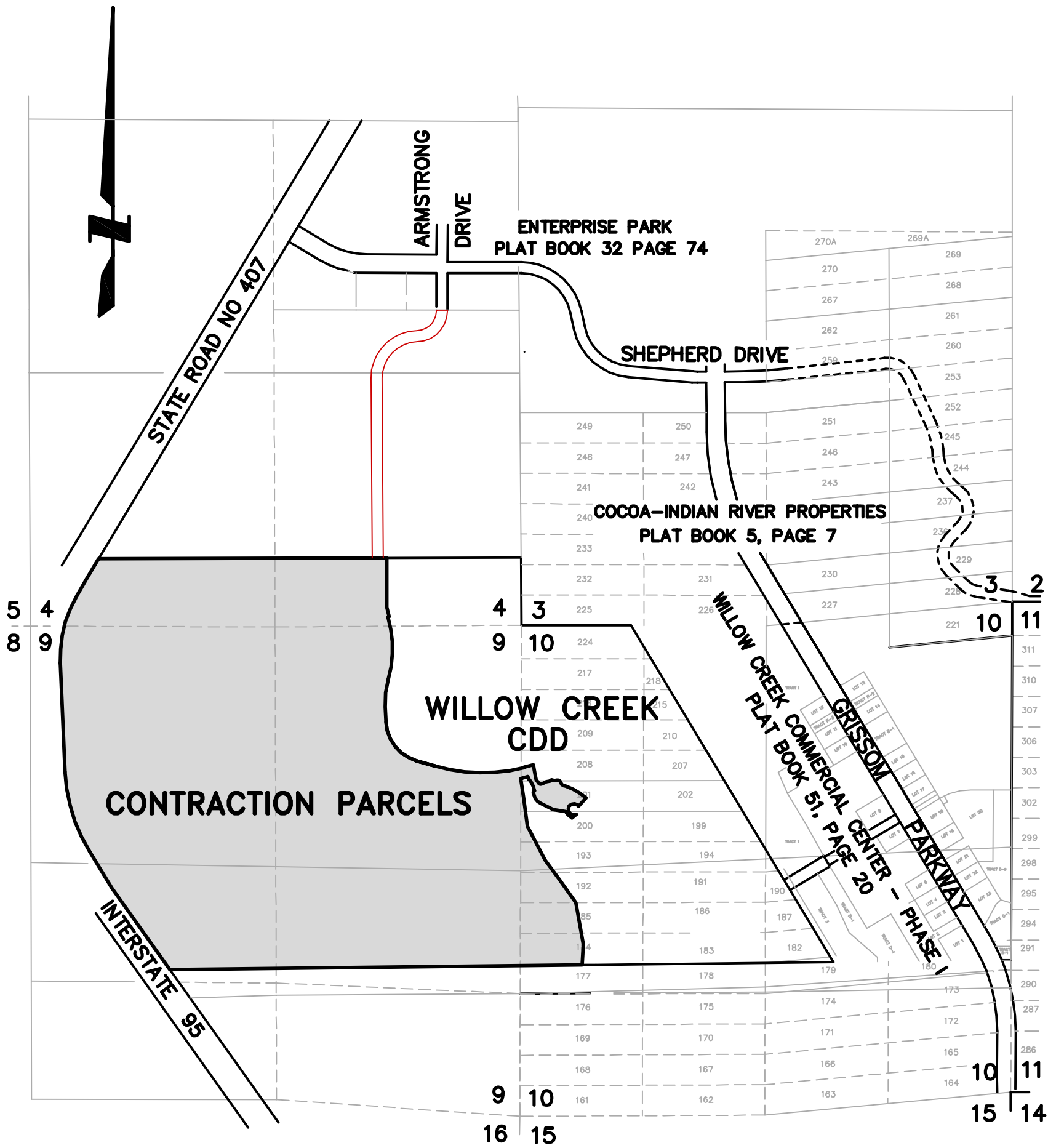
_____/s/ Jennifer Kilinski

Jennifer Kilinski, Esq.
Florida Bar No. 69367
jennifer@cddlattorneys.com
Patrick Collins, Esq.
Florida Bar No. 1038611
patrick@cddlattorneys.com

KILINSKI | VAN WYK PLLC
517 E. College Avenue
Tallahassee, Florida 32301
(877) 350-0372 (telephone)
District Counsel for the Willow Creek Community
Development District

EXHIBIT 1

LOCATION MAP



TOWNSHIP 23 SOUTH, RANGE 35 EAST

BREVARD COUNTY
 VERONA CDD II
 SEC: 4,9 AND 10
 SEC: TWN: 23 RNG: 35
 DATUM: N/A
 SCALE: N/A



Honeycutt & Associates, Inc.
ENGINEERS-PLANNERS
 3700 South Washington Avenue
 Titusville, Florida 32780
 (321) 267-6233 Fax (321) 269-7847
 Certificate of Authorization EB-0007623

APPLICANT:
 CAROLINA HOLDINGS
 DATE:
 SHEET C-1

EXHIBIT 2

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING LOTS 184, 185, 186, 191, 192, 193, 200, 201, 208, 209, 216 AND 217 TOGETHER WITH PORTIONS OF LOTS 177, 178, 179, 182, 183, 187, 190, 194, 195, 199, 202, 207, 210, 215, 218, 223 AND 224 AS SHOWN ON THE PLAT OF COCOA-INDIAN RIVER PROPERTIES AS RECORDED IN PLAT BOOK 5, PAGE 7 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF THE NORTH 3/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA LYING EAST OF THE EASTERLY RIGHT-OF-WAY LINE INTERSTATE 95 AND STATE ROAD NO. 407.

TOGETHER WITH:

A PORTION OF THE SOUTH 1/2 OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST LYING EAST OF THE EASTERLY LINE OF STATE ROAD NO. 407.

TOGETHER WITH:

TRACT R-4, WILLOW CREEK COMMERCIAL CENTER PHASE I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 51, PAGES 20-26, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

ALL OF THE ABOVE-BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA; THENCE NORTH 00°11'12" EAST ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1327.76 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/4 OF SAID SECTION 10; THENCE CONTINUE NORTH 00°11'12" EAST ALONG SAID EAST LINE OF SECTION 10, A DISTANCE OF 101.45 FEET; THENCE SOUTH 89°22'09" WEST DISTANCE OF 316.46 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF GRISSOM PARKWAY AS DESCRIBED IN O.R. BOOK 2721, PAGE 910, OF THE SAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE SOUTH 89°22'09" WEST, OF 1608.67 FEET TO THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE SOUTH 89°22'09" WEST ALONG SAID LINE, A DISTANCE OF 7,192.35 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95; THENCE RUN ALONG THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95 AND STATE ROAD 407 (A.K.A. CHALLENGER MEMORIAL PARKWAY) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 7006-2501 FOR THE FOLLOWING SEVEN CALLS:

NORTH 35°26'31" WEST, A DISTANCE OF 1,079.54 FEET; THENCE NORTH 31°25'51" WEST, A DISTANCE OF 461.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,819.86 FEET, AND A CENTRAL ANGLE OF 28°53'59"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 917.93 FEET; THENCE NORTH 02°31'52" WEST, A DISTANCE OF 1,179.02 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,342.40 FEET, AND A CENTRAL ANGLE OF 32°21'46"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 758.24 FEET; THENCE NORTH 29°49'54" EAST, A DISTANCE OF 198.99 FEET;

THENCE NORTH 30°59'13" EAST, A DISTANCE OF 268.32 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE RUN NORTH 89°52'19" EAST, A DISTANCE OF 2,962.61 FEET; THENCE NORTH 00°20'28" WEST, A DISTANCE OF 1,948.46 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE~ · CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 510.00 FEET, AND A CENTRAL ANGLE OF 89°04'25"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 792.86 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 215.00 FEET, AND A CENTRAL ANGLE OF 88°29'47"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 332.08 FEET; THENCE NORTH 00°14'10" EAST, A DISTANCE OF 9.80 FEET TO THE SOUTHEAST CORNER OF TRACT D, ENTERPRISE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 32, PAGE 74, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 89°52'14" EAST ALONG THE SOUTH LINE OF SAID ENTERPRISE PARK, A DISTANCE OF 120.00 FEET TO THE SOUTHWEST CORNER OF TRACT C OF SAID ENTERPRISE PARK; THENCE LEAVING SAID SOUTH LINE RUN SOUTH 00°14'10" WEST, A DISTANCE OF 10.02 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 335.00 FEET, AND A CENTRAL ANGLE OF 88°29'47"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 517.43 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 390.00 FEET, AND A CENTRAL ANGLE OF 89°04'25"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 606.31 FEET; THENCE SOUTH 00°20'28" EAST, A DISTANCE OF 1,948.91 FEET; THENCE NORTH 89°52'19" EAST, A DISTANCE OF 1,494.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 4 AND THE WEST LINE OF SAID PLAT OF COCOA-INDIAN RIVER PROPERTIES; THENCE SOUTH 00°24'39" EAST ALONG SAID EAST AND WEST LINE, A DISTANCE OF 731.37 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 4 AND SAID POINT· BEING THE SOUTHWEST CORNER OF LOT 225 OF SAID PLAT OF COCOA-INDIAN RIVER PROPERTIES; THENCE SOUTH 89°50'05" EAST ALONG THE NORTH LINE OF SAID SECTION 10 AND THE SOUTH LINE OF SAID LOT 225, A DISTANCE OF 1,188.05 FEET TO THE NORTHWEST CORNER OF TRACT 1, OF SAID WILLOW CREEK COMMERCIAL CENTER PHASE I; THENCE SOUTH 31°01'11" EAST ALONG THE WEST LINE OF SAID TRACT 1, A DISTANCE OF 3,213.07 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 1; THENCE NORTH 58°58'49" EAST ALONG THE SOUTH LINE OF SAID TRACT 1, A DISTANCE OF 500.56 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 1, SAID POINT BEING ON THE WEST LINE OF LOT 9 OF SAID WILLOW CREEK COMMERCIAL CENTER PHASE I; THENCE SOUTH 28°52'20" EAST ALONG SAID WEST LINE, A DISTANCE OF 15.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 31°01'11" EAST ALONG THE NORTHERLY EXTENSION OF LOT 6, OF SAID WILLOW CREEK COMMERCIAL CENTER PHASE I, A DISTANCE OF 115.00 FEET TO THE NORTHEAST CORNER OF TRACT D-1, OF SAID WILLOW CREEK COMMERCIAL CENTER PHASE I; THENCE SOUTH 58°58'49" WEST ALONG THE NORTH LINE OF SAID TRACT D-1 AND THE NORTH LINE OF TRACT 3, OF SAID WILLOW CREEK COMMERCIAL CENTER PHASE I, A DISTANCE OF 500.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT 3; THENCE SOUTH 31°01'11" EAST ALONG THE WEST LINE OF SAID TRACT 3, A DISTANCE OF 911.11 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 682.89 ACRES OF LAND MORE OR LESS.

EXHIBIT 3

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING PORTIONS OF LOTS 184, 185, 192, 193, 200, 201, AND 208 AS SHOWN ON THE PLAT OF COCOA-INDIAN RIVER PROPERTIES AS RECORDED IN PLAT BOOK 5, PAGE 7 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF THE NORTH 3/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA LYING EAST OF THE EASTERLY RIGHT OF WAY LINE INTERSTATE 95 AND STATE ROAD NO.407.

ALSO TOGETHER WITH:

A PORTION OF THE SOUTH 1/2 OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO.407.

ALL OF THE ABOVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, THENCE N.00°11'12"E., ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1327.76 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/4 OF SAID SECTION 10; THENCE CONTINUE N.00°11'12"E., ALONG SAID EAST LINE OF SECTION 10, A DISTANCE OF 101.45 FEET; THENCE S.89°22'09"W., 316.46 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF GRISSOM PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2721, PAGE 910 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE S.89°22'09"W., 4330.71 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.89°22'09"W., 4470.31 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE ALONG THE RIGHT OF WAY LINES OF INTERSTATE 95 AND STATE ROAD NO.407, THE FOLLOWING SEVEN COURSES AND DISTANCES; THENCE N.35°26'31"W., 1079.54 FEET; THENCE N.31°25'51"W., 461.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1819.86 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°53'59", 917.93 FEET TO THE POINT OF TANGENCY; THENCE N.02°31'52"W., 1179.02 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1342.40 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°21'46", 758.24 FEET TO THE POINT OF TANGENCY; THENCE N.29°49'54"E., 198.99 FEET; THENCE N.30°59'13"E., 268.32 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE OF INTERSTATE 95 ON A BEARING OF N.89°52'19"E., 3122.20 FEET TO THE MOST NORTHWESTERLY CORNER OF VERONA – VILLAGE "B", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 73, PAGES 29 THROUGH 36 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY LINE OF THE AFORESAID PLAT OF VERONA – VILLAGE "B", THE FOLLOWING TWO (2) COURSES AND DISTANCES: THENCE S. 00°07'38"E., 533.14 FEET; THENCE S.15°34'01"E., 105.25 FEET; THENCE S.76°55'42"W., 17.53 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF "WILLOW CREEK BOULEVARD" (A 90.00 FOOT WIDE PUBLIC RIGHT OF WAY) AS SHOWN ON THE AFORESAID PLAT OF VERONA – VILLAGE "B"; SAID POINT BEING ON A NON-TANGENT

CIRCULAR CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1210.50 FEET; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID PUBLIC RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF $32^{\circ}16'15''$, 681.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 957.08 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF $18^{\circ}10'53''$, 303.71 FEET TO THE POINT OF TANGENCY; THENCE $S.02^{\circ}29'18''E.$, 162.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 459.29 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF $71^{\circ}22'59''$, 572.21 FEET TO THE POINT OF TANGENCY; THENCE $S.73^{\circ}49'59''E.$, 207.65 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1879.88 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF $28^{\circ}09'01''$, 923.61 FEET TO A POINT ON THE WEST LINE OF VERONA-VILLAGE "D", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 71, PAGES 18 THROUGH 24 OF THE AFORESAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN $N.08^{\circ}34'09''W.$, ALONG SAID WEST LINE, A DISTANCE OF 6.94 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF VERONA-VILLAGE "D"; SAID POINT BEING ON A NON-TANGENT CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 805.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID PLAT OF VERONA-VILLAGE "D", THROUGH A CENTRAL ANGLE OF $05^{\circ}26'28''$, 76.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 795.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID PLAT OF VERONA-VILLAGE "D", THROUGH A CENTRAL ANGLE OF $05^{\circ}57'04''$, 82.57 FEET TO THE WEST CORNER OF TRACT REC-2, AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE DEPARTING SAID NORTH LINE, RUN $S.09^{\circ}28'11''E.$, 95.03 FEET TO THE NORTHEAST CORNER OF TRACT REC-1, AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE RUN ALONG THE BOUNDARY OF SAID TRACT REC-1 THE FOLLOWING THIRTY-SEVEN (37) COURSES AND DISTANCES: THENCE $S.13^{\circ}00'01''E.$, 66.81 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $44^{\circ}32'33''$, 54.42 FEET TO THE POINT OF TANGENCY; THENCE $S.57^{\circ}32'34''E.$, 11.11 FEET; THENCE $S.81^{\circ}34'25''E.$, 11.77 FEET; THENCE $N.74^{\circ}26'37''E.$, 14.74 FEET; THENCE $N.63^{\circ}33'32''E.$, 48.72 FEET; THENCE $N.80^{\circ}02'14''E.$, 48.82 FEET; THENCE $N.27^{\circ}54'32''E.$, 18.00 FEET; THENCE $S.66^{\circ}31'54''E.$, 30.55 FEET; THENCE $N.75^{\circ}46'30''E.$, 28.29 FEET; THENCE $S.86^{\circ}37'24''E.$, 15.33 FEET; THENCE $S.74^{\circ}09'46''E.$, 12.79 FEET; THENCE $S.48^{\circ}16'14''E.$, 17.65 FEET; THENCE $S.35^{\circ}45'28''E.$, 12.66 FEET; THENCE $S.15^{\circ}02'04''E.$, 23.54 FEET; THENCE $S.65^{\circ}38'01''E.$, 25.44 FEET; THENCE $S.70^{\circ}56'30''E.$, 21.68 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 646.77 FEET AND TO WHICH POINT A RADIAL LINE BEARS $N.18^{\circ}15'43''E.$; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $22^{\circ}32'03''$, 254.37 FEET TO A POINT OF TANGENCY; THENCE ON A RADIAL LINE OF $S.40^{\circ}47'46''W.$, 120.00 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF PECORINO COURT AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D" AND ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 526.78 FEET; THENCE NORTHWESTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $02^{\circ}15'51''$, 20.82 FEET

TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 61.00 FEET; THENCE SOUTHWESTERLY TO NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 254°11'29", 270.62 FEET TO THE POINT OF CUSP AND TO WHICH POINT A RADIAL LINE BEARS S.35°56'53"E.; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN S.52°19'17"W., 72.35 FEET; THENCE N.38°11'57"W., 11.02 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE EASTERLY, AND HAVING A RADIUS OF 89.50 FEET AND TO WHICH POINT A RADIAL LINE BEARS S.18°23'35"W., THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°38'31", 86.92 FEET; THENCE N.80°35'10"W., 132.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 68.50 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°49'57", 20.12 FEET TO THE POINT OF TANGENCY; THENCE N.63°45'13"W., 134.69 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 145.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°12'22", 119.47 FEET TO THE POINT OF TANGENCY; THENCE N.16°32'51"W., 23.24 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°54'40", 31.38 FEET; THENCE N.12°55'16"W., 31.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 81.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°12'05", 17.25 FEET TO THE POINT OF TANGENCY; THENCE N.25°07'21"W., 50.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 81.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°54'15", 29.55 FEET TO THE POINT OF TANGENCY; THENCE N.46°01'36"W., 11.58 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS 49.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°46'08", 25.46 FEET TO THE POINT OF TANGENCY; THENCE N.16°00'44"W., 7.75 FEET TO THE SOUTHEAST CORNER OF TRACT L-7 AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE S.76°27'51"E., 78.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT L-7, SAID POINT BEING ON THE WEST LINE OF SAID PLAT OF VERONA-VILLAGE "D"; THENCE RUN ALONG THE WESTERLY LINE OF AFORESAID PLAT OF VERONA-VILLAGE "D", THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: THENCE RUN S.08°34'09"E., 201.72 FEET; THENCE S.07°57'44"E., 319.64 FEET; THENCE S.27°28'40"E., 417.26 FEET; THENCE S.36°41'30"E., 257.82 FEET; THENCE S.34°33'08"E., 308.78 FEET; THENCE S.10°27'19"E., 458.41 FEET; THENCE S.02°55'36"W., 222.15 FEET TO THE POINT OF BEGINNING, CONTAINING 425.15 ACRES.

EXHIBIT 4

EXHIBIT 1

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING LOTS 184, 185, 186, 191, 192, 193, 200, 201, 208, 209, 216 AND 217 TOGETHER WITH PORTIONS OF LOTS 177, 178, 179, 182, 183, 187, 190, 194, 195, 199, 202, 207, 210, 215, 218, 223 AND 224 AS SHOWN ON THE PLAT OF COCOA-INDIAN RIVER PROPERTIES AS RECORDED IN PLAT BOOK 5, PAGE 7 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF THE NORTH 3/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA LYING EAST OF THE EASTERLY RIGHT-OF-WAY LINE INTERSTATE 95 AND STATE ROAD NO. 407.

TOGETHER WITH:

A PORTION OF THE SOUTH 1/2 OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST LYING EAST OF THE EASTERLY LINE OF STATE ROAD NO. 407.

TOGETHER WITH:

TRACT R-4, WILLOW CREEK COMMERCIAL CENTER PHASE I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 51, PAGES 20-26, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

ALL OF THE ABOVE-BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA; THENCE NORTH 00°11'12" EAST ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1327.76 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/4 OF SAID SECTION 10; THENCE CONTINUE NORTH 00°11'12" EAST ALONG SAID EAST LINE OF SECTION 10, A DISTANCE OF 101.45 FEET; THENCE SOUTH 89°22'09" WEST DISTANCE OF 316.46 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF GRISSOM PARKWAY AS DESCRIBED IN O.R. BOOK 2721, PAGE 910, OF THE SAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE SOUTH 89°22'09" WEST, OF 1608.67 FEET TO THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE SOUTH 89°22'09" WEST ALONG SAID LINE, A DISTANCE OF 7,192.35 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95; THENCE RUN ALONG THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95 AND STATE ROAD 407 (A.K.A. CHALLENGER MEMORIAL PARKWAY) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 7006-2501 FOR THE FOLLOWING SEVEN CALLS: NORTH 35°26'31" WEST, A DISTANCE OF 1,079.54 FEET; THENCE NORTH 31°25'51" WEST, A DISTANCE OF 461.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,819.86 FEET, AND A CENTRAL ANGLE OF 28°53'59"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 917.93 FEET; THENCE NORTH 02°31'52" WEST, A DISTANCE OF 1,179.02 FEET TO THE POINT OF CURVATURE OF A CIRCULAR

CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,342.40 FEET, AND A CENTRAL ANGLE OF 32°21'46"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 758.24 FEET; THENCE NORTH 29°49'54" EAST, A DISTANCE OF 198.99 FEET; THENCE NORTH 30°59'13" EAST, A DISTANCE OF 268.32 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE RUN NORTH 89°52'19" EAST, A DISTANCE OF 2,962.61 FEET; THENCE NORTH 00°20'28" WEST, A DISTANCE OF 1,948.46 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE~ . CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 510.00 FEET, AND A CENTRAL ANGLE OF 89°04'25"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 792.86 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 215.00 FEET, AND A CENTRAL ANGLE OF 88°29'47"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 332.08 FEET; THENCE NORTH 00°14'10" EAST, A DISTANCE OF 9.80 FEET TO THE SOUTHEAST CORNER OF TRACT D, ENTERPRISE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 32, PAGE 74, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 89°52'14" EAST ALONG THE SOUTH LINE OF SAID ENTERPRISE PARK, A DISTANCE OF 120.00 FEET TO THE SOUTHWEST CORNER OF TRACT C OF SAID ENTERPRISE PARK; THENCE LEAVING SAID SOUTH LINE RUN SOUTH 00°14'10" WEST, A DISTANCE OF 10.02 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 335.00 FEET, AND A CENTRAL ANGLE OF 88°29'47"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 517.43 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 390.00 FEET, AND A CENTRAL ANGLE OF 89°04'25"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 606.31 FEET; THENCE SOUTH 00°20'28" EAST, A DISTANCE OF 1,948.91 FEET; THENCE NORTH 89°52'19" EAST, A DISTANCE OF 1,494.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 4 AND THE WEST LINE OF SAID PLAT OF COCOA-INDIAN RIVER PROPERTIES; THENCE SOUTH 00°24'39" EAST ALONG SAID EAST AND WEST LINE, A DISTANCE OF 731.37 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 4 AND SAID POINT BEING THE SOUTHWEST CORNER OF LOT 225 OF SAID PLAT OF COCOA-INDIAN RIVER PROPERTIES; THENCE SOUTH 89°50'05" EAST ALONG THE NORTH LINE OF SAID SECTION 10 AND THE SOUTH LINE OF SAID LOT 225, A DISTANCE OF 1,188.05 FEET TO THE NORTHWEST CORNER OF TRACT 1, OF SAID WILLOW CREEK COMMERCIAL CENTER PHASE I; THENCE SOUTH 31°01'11" EAST ALONG THE WEST LINE OF SAID TRACT 1, A DISTANCE OF 3,213.07 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 1; THENCE NORTH 58°58'49" EAST ALONG THE SOUTH LINE OF SAID TRACT 1, A DISTANCE OF 500.56 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 1, SAID POINT BEING ON THE WEST LINE OF LOT 9 OF SAID WILLOW CREEK COMMERCIAL CENTER PHASE I; THENCE SOUTH 28°52'20" EAST ALONG SAID WEST LINE, A DISTANCE OF 15.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 31°01'11" EAST ALONG THE NORTHERLY EXTENSION OF LOT 6, OF SAID WILLOW CREEK COMMERCIAL CENTER PHASE I, A DISTANCE OF 115.00 FEET TO THE NORTHEAST CORNER OF TRACT D-1, OF SAID WILLOW CREEK COMMERCIAL CENTER PHASE I; THENCE SOUTH 58°58'49" WEST ALONG THE NORTH LINE OF SAID TRACT D-1 AND THE NORTH LINE OF TRACT 3, OF SAID WILLOW CREEK COMMERCIAL CENTER PHASE I, A DISTANCE OF 500.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT 3; THENCE SOUTH 31°01'11" EAST ALONG THE WEST LINE OF SAID TRACT 3, A DISTANCE OF 911.11 FEET TO THE POINT-OF-BEGINNING. CONTAINING 682.89 ACRES OF LAND MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING:

A PARCEL OF LAND BEING PORTIONS OF LOTS 184, 185, 192, 193, 200, 201, AND 208 AS SHOWN ON THE PLAT OF COCOA-INDIAN RIVER PROPERTIES AS RECORDED IN PLAT BOOK 5, PAGE 7 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF THE NORTH 3/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA LYING EAST OF THE EASTERLY RIGHT OF WAY LINE INTERSTATE 95 AND STATE ROAD NO.407.

ALSO TOGETHER WITH:

A PORTION OF THE SOUTH 1/2 OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO.407.

ALL OF THE ABOVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, THENCE N.00°11'12"E., ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1327.76 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/4 OF SAID SECTION 10; THENCE CONTINUE N.00°11'12"E., ALONG SAID EAST LINE OF SECTION 10, A DISTANCE OF 101.45 FEET; THENCE S.89°22'09"W., 316.46 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF GRISSOM PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2721, PAGE 910 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE S.89°22'09"W., 4330.71 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.89°22'09"W., 4470.31 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE ALONG THE RIGHT OF WAY LINES OF INTERSTATE 95 AND STATE ROAD NO.407, THE FOLLOWING SEVEN COURSES AND DISTANCES; THENCE N.35°26'31"W., 1079.54 FEET; THENCE N.31°25'51"W., 461.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1819.86 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°53'59", 917.93 FEET TO THE POINT OF TANGENCY; THENCE N.02°31'52"W., 1179.02 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1342.40 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°21'46", 758.24 FEET TO THE POINT OF TANGENCY; THENCE N.29°49'54"E., 198.99 FEET; THENCE N.30°59'13"E., 268.32 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE OF INTERSTATE 95 ON A BEARING OF N.89°52'19"E., 3122.20 FEET TO THE MOST NORTHWESTERLY CORNER OF VERONA – VILLAGE "B", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 73, PAGES 29 THROUGH 36 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY LINE OF THE AFORESAID PLAT OF VERONA – VILLAGE "B", THE FOLLOWING TWO (2) COURSES AND DISTANCES: THENCE S. 00°07'38"E., 533.14 FEET; THENCE S.15°34'01"E., 105.25 FEET; THENCE S.76°55'42"W., 17.53 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF "WILLOW CREEK BOULEVARD" (A 90.00 FOOT WIDE PUBLIC RIGHT OF WAY) AS SHOWN ON THE AFORESAID PLAT OF VERONA – VILLAGE "B"; SAID POINT BEING ON A NON-TANGENT CIRCULAR CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1210.50 FEET; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID PUBLIC RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 32°16'15", 681.79 FEET TO THE POINT OF REVERSE

CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 957.08 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 18°10'53", 303.71 FEET TO THE POINT OF TANGENCY; THENCE S.02°29'18"E., 162.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 459.29 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 71°22'59", 572.21 FEET TO THE POINT OF TANGENCY; THENCE S.73°49'59"E., 207.65 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1879.88 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 28°09'01", 923.61 FEET TO A POINT ON THE WEST LINE OF VERONA-VILLAGE "D", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 71, PAGES 18 THROUGH 24 OF THE AFORESAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N.08°34'09"W., ALONG SAID WEST LINE, A DISTANCE OF 6.94 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF VERONA-VILLAGE "D"; SAID POINT BEING ON A NON-TANGENT CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 805.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID PLAT OF VERONA-VILLAGE "D", THROUGH A CENTRAL ANGLE OF 05°26'28", 76.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 795.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID PLAT OF VERONA-VILLAGE "D", THROUGH A CENTRAL ANGLE OF 05°57'04", 82.57 FEET TO THE WEST CORNER OF TRACT REC-2, AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE DEPARTING SAID NORTH LINE, RUN S.09°28'11"E., 95.03 FEET TO THE NORTHEAST CORNER OF TRACT REC-1, AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE RUN ALONG THE BOUNDARY OF SAID TRACT REC-1 THE FOLLOWING THIRTY-SEVEN (37) COURSES AND DISTANCES: THENCE S.13°00'01"E., 66.81 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°32'33", 54.42 FEET TO THE POINT OF TANGENCY; THENCE S.57°32'34"E., 11.11 FEET; THENCE S.81°34'25"E., 11.77 FEET; THENCE N.74°26'37"E., 14.74 FEET; THENCE N.63°33'32"E., 48.72 FEET; THENCE N.80°02'14"E., 48.82 FEET; THENCE N.27°54'32"E., 18.00 FEET; THENCE S.66°31'54"E., 30.55 FEET; THENCE N.75°46'30"E., 28.29 FEET; THENCE S.86°37'24"E., 15.33 FEET; THENCE S.74°09'46"E., 12.79 FEET; THENCE S.48°16'14"E., 17.65 FEET; THENCE S.35°45'28"E., 12.66 FEET; THENCE S.15°02'04"E., 23.54 FEET; THENCE S.65°38'01"E., 25.44 FEET; THENCE S.70°56'30"E., 21.68 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 646.77 FEET AND TO WHICH POINT A RADIAL LINE BEARS N.18°15'43"E.; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°32'03", 254.37 FEET TO A POINT OF TANGENCY; THENCE ON A RADIAL LINE OF S.40°47'46"W., 120.00 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF PECORINO COURT AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D" AND ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 526.78 FEET; THENCE NORTHWESTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°15'51", 20.82 FEET TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 61.00 FEET; THENCE SOUTHWESTERLY TO NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 254°11'29", 270.62 FEET TO THE POINT OF CUSP AND TO WHICH POINT A RADIAL LINE BEARS S.35°56'53"E.; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN S.52°19'17"W., 72.35 FEET; THENCE N.38°11'57"W., 11.02 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE EASTERLY, AND HAVING A RADIUS OF 89.50 FEET AND TO

WHICH POINT A RADIAL LINE BEARS S.18°23'35"W., THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°38'31", 86.92 FEET; THENCE N.80°35'10"W., 132.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 68.50 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°49'57", 20.12 FEET TO THE POINT OF TANGENCY; THENCE N.63°45'13"W., 134.69 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 145.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°12'22", 119.47 FEET TO THE POINT OF TANGENCY; THENCE N.16°32'51"W., 23.24 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°54'40", 31.38 FEET; THENCE N.12°55'16"W., 31.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 81.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°12'05", 17.25 FEET TO THE POINT OF TANGENCY; THENCE N.25°07'21"W., 50.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 81.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°54'15", 29.55 FEET TO THE POINT OF TANGENCY; THENCE N.46°01'36"W., 11.58 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS 49.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°46'08", 25.46 FEET TO THE POINT OF TANGENCY; THENCE N.16°00'44"W., 7.75 FEET TO THE SOUTHEAST CORNER OF TRACT L-7 AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE S.76°27'51"E., 78.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT L-7, SAID POINT BEING ON THE WEST LINE OF SAID PLAT OF VERONA-VILLAGE "D"; THENCE RUN ALONG THE WESTERLY LINE OF AFORESAID PLAT OF VERONA-VILLAGE "D", THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: THENCE RUN S.08°34'09"E., 201.72 FEET; THENCE S.07°57'44"E., 319.64 FEET; THENCE S.27°28'40"E., 417.26 FEET; THENCE S.36°41'30"E., 257.82 FEET; THENCE S.34°33'08"E., 308.78 FEET; THENCE S.10°27'19"E., 458.41 FEET; THENCE S.02°55'36"W., 222.15 FEET TO THE POINT OF BEGINNING, CONTAINING 425.15 ACRES.

EXHIBIT 5

**CONSENT AND JOINDER OF LANDOWNER TO CONTRACTION
FROM THE WILLOW CREEK COMMUNITY DEVELOPMENT DISTRICT**

The undersigned is the owner of certain lands more fully described in **Exhibit A** attached hereto and made a part hereof (“**Property**”).

The undersigned understands and acknowledges that the Willow Creek Community Development District (the “**District**”) intends to submit a petition to amend the boundaries of the District in accordance with the provisions of Chapter 190, *Florida Statutes*, to remove the Property within the District thereby contracting the external boundaries of the District.

As the owner of the Property which is intended to be removed within the external boundaries of the District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.046(1)(e), *Florida Statutes*, the District is required to include the written consent of one hundred percent (100%) of the owners of the lands that are to be removed from the District.

The undersigned hereby consents to the removal of the Property within the external boundaries of the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the amendment of the District’s external boundaries.

The undersigned acknowledges that the consent will remain in full force and effect until the District’s external boundaries are amended or three years from the date hereof, whichever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by the District, consent to removal of the Property within the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

[signatures on following page]

Executed this 7th day of March, 2024.

WITNESSES:

KB HOME ORLANDO LLC, a
Delaware limited liability company

Miraida Lare
Print Name: Miraida Lare

James Makransky
By: James Makransky
Its: Vice President of Finance

Richard A. Nigaglioni
Print Name: Richard A. Nigaglioni

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this 7th day of March, 2024, by James Makransky, as Vice President of
Finance of KB Home Orlando LLC, who is personally known to me or who has produced _____
_____ as identification.

[notary seal]

Miraida Lare
Print Name: Miraida Lare
Notary Public, State of Florida

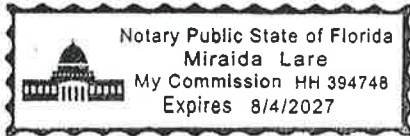


Exhibit A:
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING PORTIONS OF LOTS 184, 185, 192, 193, 200, 201, AND 208 AS SHOWN ON THE PLAT OF COCOA-INDIAN RIVER PROPERTIES AS RECORDED IN PLAT BOOK 5, PAGE 7 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF THE NORTH 3/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA LYING EAST OF THE EASTERLY RIGHT OF WAY LINE INTERSTATE 95 AND STATE ROAD NO.407.

ALSO TOGETHER WITH:

A PORTION OF THE SOUTH 1/2 OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO.407.

ALL OF THE ABOVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, THENCE N.00°11'12"E., ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1327.76 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/4 OF SAID SECTION 10; THENCE CONTINUE N.00°11'12"E., ALONG SAID EAST LINE OF SECTION 10, A DISTANCE OF 101.45 FEET; THENCE S.89°22'09"W., 316.46 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF GRISSOM PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2721, PAGE 910 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE S.89°22'09"W., 4330.71 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.89°22'09"W., 4470.31 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE ALONG THE RIGHT OF WAY LINES OF INTERSTATE 95 AND STATE ROAD NO.407, THE FOLLOWING SEVEN COURSES AND DISTANCES; THENCE N.35°26'31"W., 1079.54 FEET; THENCE N.31°25'51"W., 461.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1819.86 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°53'59", 917.93 FEET TO THE POINT OF TANGENCY; THENCE N.02°31'52"W., 1179.02 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1342.40 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°21'46", 758.24 FEET TO THE POINT OF TANGENCY; THENCE N.29°49'54"E., 198.99 FEET; THENCE N.30°59'13"E., 268.32 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE OF INTERSTATE 95 ON A BEARING OF N.89°52'19"E., 3122.20 FEET TO THE MOST NORTHWESTERLY CORNER OF VERONA – VILLAGE "B", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 73, PAGES 29 THROUGH 36 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY LINE OF THE AFORESAID PLAT OF VERONA – VILLAGE "B", THE FOLLOWING TWO (2) COURSES AND DISTANCES: THENCE S. 00°07'38"E., 533.14 FEET; THENCE S.15°34'01"E., 105.25 FEET; THENCE S.76°55'42"W., 17.53 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF "WILLOW CREEK BOULEVARD" (A 90.00 FOOT WIDE PUBLIC RIGHT OF WAY) AS SHOWN ON THE AFORESAID PLAT OF VERONA – VILLAGE "B"; SAID POINT BEING ON A NON-TANGENT

CIRCULAR CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1210.50 FEET; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID PUBLIC RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF $32^{\circ}16'15''$, 681.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 957.08 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF $18^{\circ}10'53''$, 303.71 FEET TO THE POINT OF TANGENCY; THENCE $S.02^{\circ}29'18''E.$, 162.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 459.29 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF $71^{\circ}22'59''$, 572.21 FEET TO THE POINT OF TANGENCY; THENCE $S.73^{\circ}49'59''E.$, 207.65 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1879.88 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF $28^{\circ}09'01''$, 923.61 FEET TO A POINT ON THE WEST LINE OF VERONA-VILLAGE "D", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 71, PAGES 18 THROUGH 24 OF THE AFORESAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN $N.08^{\circ}34'09''W.$, ALONG SAID WEST LINE, A DISTANCE OF 6.94 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF VERONA-VILLAGE "D"; SAID POINT BEING ON A NON-TANGENT CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 805.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID PLAT OF VERONA-VILLAGE "D", THROUGH A CENTRAL ANGLE OF $05^{\circ}26'28''$, 76.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 795.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID PLAT OF VERONA-VILLAGE "D", THROUGH A CENTRAL ANGLE OF $05^{\circ}57'04''$, 82.57 FEET TO THE WEST CORNER OF TRACT REC-2, AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE DEPARTING SAID NORTH LINE, RUN $S.09^{\circ}28'11''E.$, 95.03 FEET TO THE NORTHEAST CORNER OF TRACT REC-1, AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE RUN ALONG THE BOUNDARY OF SAID TRACT REC-1 THE FOLLOWING THIRTY-SEVEN (37) COURSES AND DISTANCES: THENCE $S.13^{\circ}00'01''E.$, 66.81 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $44^{\circ}32'33''$, 54.42 FEET TO THE POINT OF TANGENCY; THENCE $S.57^{\circ}32'34''E.$, 11.11 FEET; THENCE $S.81^{\circ}34'25''E.$, 11.77 FEET; THENCE $N.74^{\circ}26'37''E.$, 14.74 FEET; THENCE $N.63^{\circ}33'32''E.$, 48.72 FEET; THENCE $N.80^{\circ}02'14''E.$, 48.82 FEET; THENCE $N.27^{\circ}54'32''E.$, 18.00 FEET; THENCE $S.66^{\circ}31'54''E.$, 30.55 FEET; THENCE $N.75^{\circ}46'30''E.$, 28.29 FEET; THENCE $S.86^{\circ}37'24''E.$, 15.33 FEET; THENCE $S.74^{\circ}09'46''E.$, 12.79 FEET; THENCE $S.48^{\circ}16'14''E.$, 17.65 FEET; THENCE $S.35^{\circ}45'28''E.$, 12.66 FEET; THENCE $S.15^{\circ}02'04''E.$, 23.54 FEET; THENCE $S.65^{\circ}38'01''E.$, 25.44 FEET; THENCE $S.70^{\circ}56'30''E.$, 21.68 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 646.77 FEET AND TO WHICH POINT A RADIAL LINE BEARS $N.18^{\circ}15'43''E.$; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $22^{\circ}32'03''$, 254.37 FEET TO A POINT OF TANGENCY; THENCE ON A RADIAL LINE OF $S.40^{\circ}47'46''W.$, 120.00 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF PECORINO COURT AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D" AND ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 526.78 FEET; THENCE NORTHWESTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $02^{\circ}15'51''$, 20.82 FEET

TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 61.00 FEET; THENCE SOUTHWESTERLY TO NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 254°11'29", 270.62 FEET TO THE POINT OF CUSP AND TO WHICH POINT A RADIAL LINE BEARS S.35°56'53"E.; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN S.52°19'17"W., 72.35 FEET; THENCE N.38°11'57"W., 11.02 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE EASTERLY, AND HAVING A RADIUS OF 89.50 FEET AND TO WHICH POINT A RADIAL LINE BEARS S.18°23'35"W., THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°38'31", 86.92 FEET; THENCE N.80°35'10"W., 132.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 68.50 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°49'57", 20.12 FEET TO THE POINT OF TANGENCY; THENCE N.63°45'13"W., 134.69 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 145.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°12'22", 119.47 FEET TO THE POINT OF TANGENCY; THENCE N.16°32'51"W., 23.24 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°54'40", 31.38 FEET; THENCE N.12°55'16"W., 31.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 81.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°12'05", 17.25 FEET TO THE POINT OF TANGENCY; THENCE N.25°07'21"W., 50.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 81.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°54'15", 29.55 FEET TO THE POINT OF TANGENCY; THENCE N.46°01'36"W., 11.58 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS 49.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°46'08", 25.46 FEET TO THE POINT OF TANGENCY; THENCE N.16°00'44"W., 7.75 FEET TO THE SOUTHEAST CORNER OF TRACT L-7 AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE S.76°27'51"E., 78.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT L-7, SAID POINT BEING ON THE WEST LINE OF SAID PLAT OF VERONA-VILLAGE "D"; THENCE RUN ALONG THE WESTERLY LINE OF AFORESAID PLAT OF VERONA-VILLAGE "D", THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: THENCE RUN S.08°34'09"E., 201.72 FEET; THENCE S.07°57'44"E., 319.64 FEET; THENCE S.27°28'40"E., 417.26 FEET; THENCE S.36°41'30"E., 257.82 FEET; THENCE S.34°33'08"E., 308.78 FEET; THENCE S.10°27'19"E., 458.41 FEET; THENCE S.02°55'36"W., 222.15 FEET TO THE POINT OF BEGINNING, CONTAINING 425.15 ACRES.

EXHIBIT 6

RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WILLOW CREEK COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRPERSON AND DISTRICT STAFF TO FILE A PETITION WITH THE CITY OF TITUSVILLE, FLORIDA, REQUESTING THE ADOPTION OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* (“Act”), as established by Ordinance No. 88-2005, adopted by the City of Titusville, Florida, effective December 19, 2005 (the “Ordinance”), and being situated within the City of Titusville, Florida (the “City”); and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, operate and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of approximately 682.89 acres of land, more or less, as more fully described in the Ordinance; and

WHEREAS, the developer of the lands within the District (“Developer”), has approached the District and requested the District petition to amend its boundaries to remove approximately 425.15 acres of land, more or less, as more particularly described in the attached **Exhibit A** (together, the “Contraction Parcels”); and

WHEREAS, the proposed boundary amendment is in the best interests of the District and the area of land within the proposed amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, removal of the Contraction Parcels in **Exhibit A** from the District is not inconsistent with either the State or local comprehensive plans; and

WHEREAS, the area of land that will lie in the amended boundaries of the District continues to be amenable to separate special district government; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District’s Board of Supervisors (“Board”); and

WHEREAS, the District desires to petition to amend its boundaries in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the City, and such other actions as are necessary in furtherance of the boundary amendment process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WILLOW CREEK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The Board hereby directs the Chairperson and District staff to proceed in an expeditious manner with the preparation and filing of a petition and related materials with the City to seek the amendment of the District’s boundaries to contract the lands depicted in **Exhibit A**, pursuant to Chapter 190, *Florida Statutes*, and authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the amendment of the District’s boundaries.

SECTION 3. The Board hereby authorizes the District Chairperson, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to the City to amend the boundaries of the District.

SECTION 4. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 7th day of June 2024.

ATTEST:

WILLOW CREEK COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:

Andressa Heinz Philipp

87D36659F55A4C5...
Secretary/Assistant Secretary

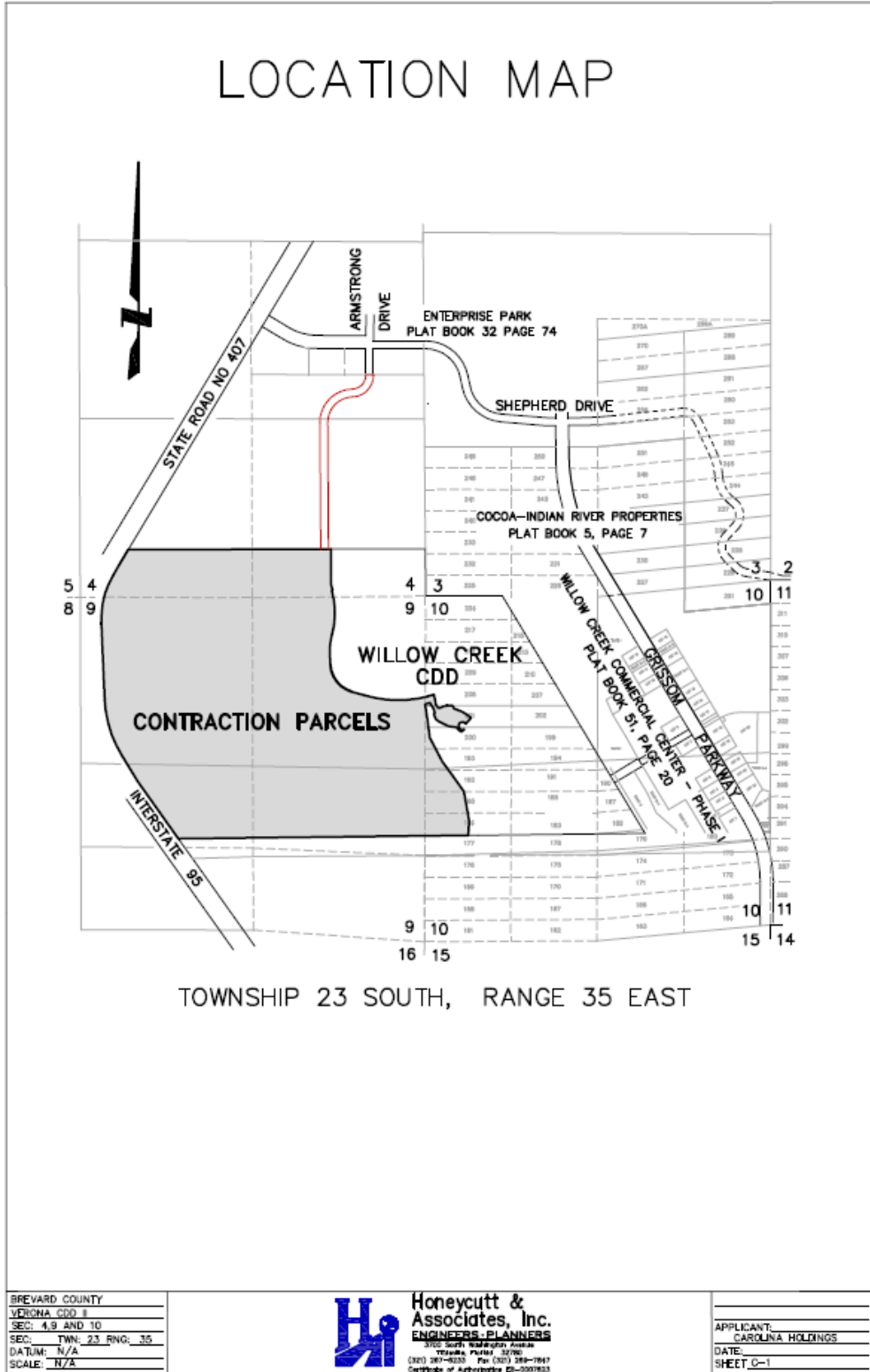
DocuSigned by:

Stephen Melonn

63535C7139E0474
Chairperson, Board of Supervisors

Exhibit A: Contraction Parcels

EXHIBIT A:
Contraction Parcels



LEGAL DESCRIPTION:

WILLOW CREEK CDD CONTRACTION PARCELS:

A PARCEL OF LAND BEING PORTIONS OF LOTS 184, 185, 192, 193, 200, 201, AND 208 AS SHOWN ON THE PLAT OF COCOA-INDIAN RIVER PROPERTIES AS RECORDED IN PLAT BOOK 5, PAGE 7 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF THE NORTH 3/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA LYING EAST OF THE EASTERLY RIGHT OF WAY LINE INTERSTATE 95 AND STATE ROAD NO.407.

ALSO TOGETHER WITH:

A PORTION OF THE SOUTH 1/2 OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO.407.

ALL OF THE ABOVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, THENCE N.00°11'12"E., ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1327.76 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/4 OF SAID SECTION 10; THENCE CONTINUE N.00°11'12"E., ALONG SAID EAST LINE OF SECTION 10, A DISTANCE OF 101.45 FEET; THENCE S.89°22'09"W., 316.46 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF GRISSOM PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2721, PAGE 910 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE S.89°22'09"W., 4330.71 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.89°22'09"W., 4470.31 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE ALONG THE RIGHT OF WAY LINES OF INTERSTATE 95 AND STATE ROAD NO.407, THE FOLLOWING SEVEN COURSES AND DISTANCES; THENCE N.35°26'31"W., 1079.54 FEET; THENCE N.31°25'51"W., 461.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1819.86 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°53'59", 917.93 FEET TO THE POINT OF TANGENCY; THENCE N.02°31'52"W., 1179.02 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1342.40 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°21'46", 758.24 FEET TO THE POINT OF TANGENCY;

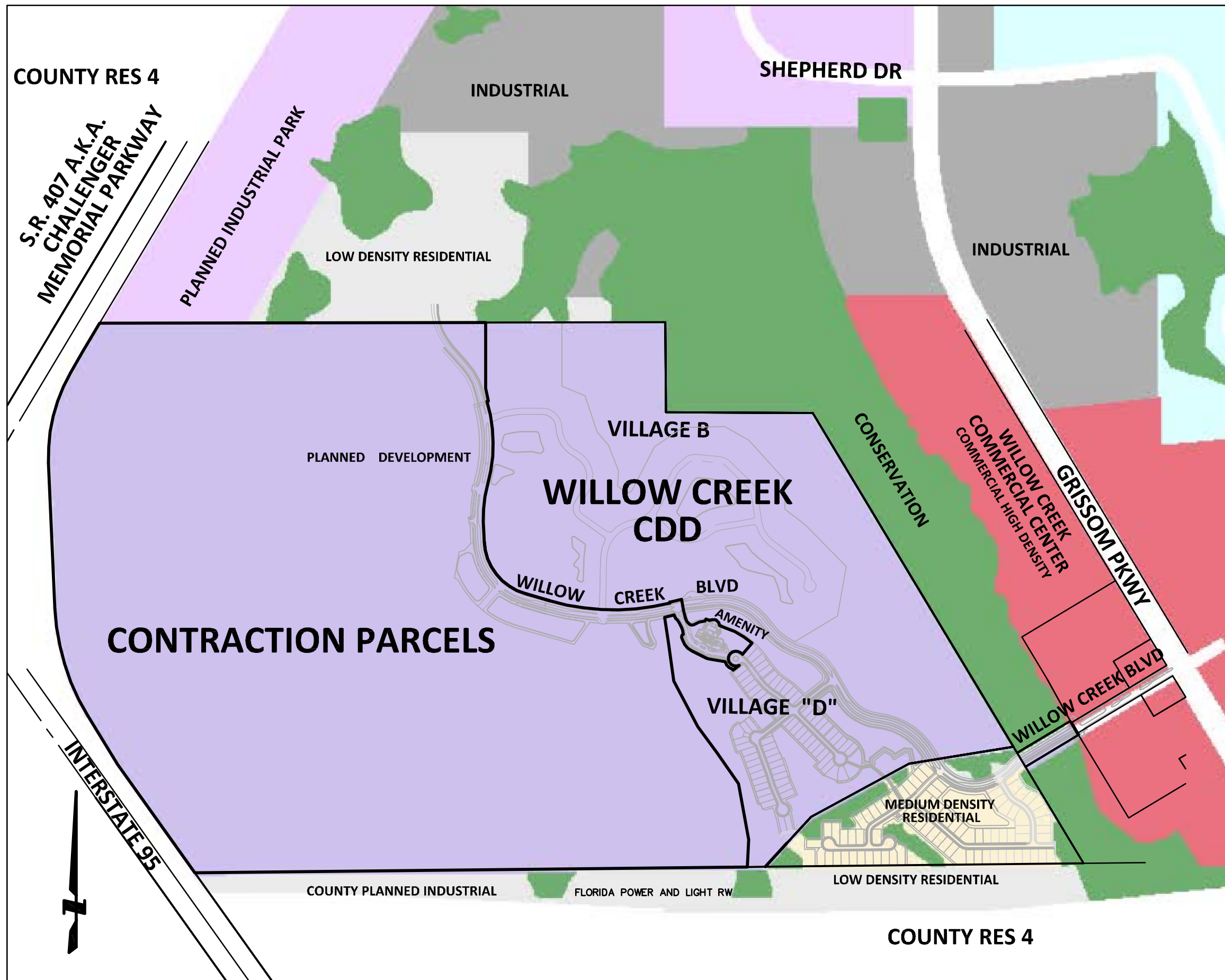
THENCE N.29°49'54"E., 198.99 FEET; THENCE N.30°59'13"E., 268.32 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE OF INTERSTATE 95 ON A BEARING OF N.89°52'19"E., 3122.20 FEET TO THE MOST NORTHWESTERLY CORNER OF VERONA – VILLAGE "B", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 73, PAGES 29 THROUGH 36 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY LINE OF THE AFORESAID PLAT OF VERONA – VILLAGE "B", THE FOLLOWING TWO (2) COURSES AND DISTANCES: THENCE S. 00°07'38"E., 533.14 FEET; THENCE S.15°34'01"E., 105.25 FEET; THENCE S.76°55'42"W., 17.53 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF "WILLOW CREEK BOULEVARD" (A 90.00 FOOT WIDE PUBLIC RIGHT OF WAY) AS SHOWN ON THE AFORESAID PLAT OF VERONA – VILLAGE "B"; SAID POINT BEING ON A NON-TANGENT CIRCULAR CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1210.50 FEET; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID PUBLIC RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 32°16'15", 681.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 957.08 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 18°10'53", 303.71 FEET TO THE POINT OF TANGENCY; THENCE S.02°29'18"E., 162.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 459.29 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 71°22'59", 572.21 FEET TO THE POINT OF TANGENCY; THENCE S.73°49'59"E., 207.65 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1879.88 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 28°09'01", 923.61 FEET TO A POINT ON THE WEST LINE OF VERONA-VILLAGE "D", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 71, PAGES 18 THROUGH 24 OF THE AFORESAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N.08°34'09"W., ALONG SAID WEST LINE, A DISTANCE OF 6.94 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF VERONA-VILLAGE "D"; SAID POINT BEING ON A NON-TANGENT CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 805.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID PLAT OF VERONA-VILLAGE "D", THROUGH A CENTRAL ANGLE OF 05°26'28", 76.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 795.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID PLAT OF VERONA-VILLAGE "D", THROUGH A CENTRAL ANGLE OF 05°57'04", 82.57 FEET TO THE WEST CORNER OF TRACT REC-2, AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE DEPARTING SAID NORTH LINE, RUN S.09°28'11"E., 95.03 FEET TO THE NORTHEAST CORNER OF TRACT REC-1, AS SHOWN ON SAID PLAT OF

VERONA-VILLAGE "D"; THENCE RUN ALONG THE BOUNDARY OF SAID TRACT REC-1 THE FOLLOWING THIRTY-SEVEN (37) COURSES AND DISTANCES: THENCE S.13°00'01"E., 66.81 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°32'33", 54.42 FEET TO THE POINT OF TANGENCY; THENCE S.57°32'34"E., 11.11 FEET; THENCE S.81°34'25"E., 11.77 FEET; THENCE N.74°26'37"E., 14.74 FEET; THENCE N.63°33'32"E., 48.72 FEET; THENCE N.80°02'14"E., 48.82 FEET; THENCE N.27°54'32"E., 18.00 FEET; THENCE S.66°31'54"E., 30.55 FEET; THENCE N.75°46'30"E., 28.29 FEET; THENCE S.86°37'24"E., 15.33 FEET; THENCE S.74°09'46"E., 12.79 FEET; THENCE S.48°16'14"E., 17.65 FEET; THENCE S.35°45'28"E., 12.66 FEET; THENCE S.15°02'04"E., 23.54 FEET; THENCE S.65°38'01"E., 25.44 FEET; THENCE S.70°56'30"E., 21.68 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 646.77 FEET AND TO WHICH POINT A RADIAL LINE BEARS N.18°15'43"E.; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°32'03", 254.37 FEET TO A POINT OF TANGENCY; THENCE ON A RADIAL LINE OF S.40°47'46"W., 120.00 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF PECORINO COURT AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D" AND ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 526.78 FEET; THENCE NORTHWESTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°15'51", 20.82 FEET TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 61.00 FEET; THENCE SOUTHWESTERLY TO NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 254°11'29", 270.62 FEET TO THE POINT OF CUSP AND TO WHICH POINT A RADIAL LINE BEARS S.35°56'53"E.; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN S.52°19'17"W., 72.35 FEET; THENCE N.38°11'57"W., 11.02 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE EASTERLY, AND HAVING A RADIUS OF 89.50 FEET AND TO WHICH POINT A RADIAL LINE BEARS S.18°23'35"W., THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°38'31", 86.92 FEET; THENCE N.80°35'10"W., 132.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 68.50 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°49'57", 20.12 FEET TO THE POINT OF TANGENCY; THENCE N.63°45'13"W., 134.69 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 145.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°12'22", 119.47 FEET TO THE POINT OF TANGENCY; THENCE N.16°32'51"W., 23.24 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET;

THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°54'40", 31.38 FEET; THENCE N.12°55'16"W., 31.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 81.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°12'05", 17.25 FEET TO THE POINT OF TANGENCY; THENCE N.25°07'21"W., 50.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 81.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°54'15", 29.55 FEET TO THE POINT OF TANGENCY; THENCE N.46°01'36"W., 11.58 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS 49.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°46'08", 25.46 FEET TO THE POINT OF TANGENCY; THENCE N.16°00'44"W., 7.75 FEET TO THE SOUTHEAST CORNER OF TRACT L-7 AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE S.76°27'51"E., 78.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT L-7, SAID POINT BEING ON THE WEST LINE OF SAID PLAT OF VERONA-VILLAGE "D"; THENCE RUN ALONG THE WESTERLY LINE OF AFORESAID PLAT OF VERONA-VILLAGE "D", THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: THENCE RUN S.08°34'09"E., 201.72 FEET; THENCE S.07°57'44"E., 319.64 FEET; THENCE S.27°28'40"E., 417.26 FEET; THENCE S.36°41'30"E., 257.82 FEET; THENCE S.34°33'08"E., 308.78 FEET; THENCE S.10°27'19"E., 458.41 FEET; THENCE S.02°55'36"W., 222.15 FEET TO THE POINT OF BEGINNING, CONTAINING 425.15 ACRES.

EXHIBIT 7

FUTURE LAND USE MAP



S.R. 407 A.K.A.
CHALLENGER
MEMORIAL PARKWAY



BREVARD COUNTY
VERONA CDD II
SEC: 4, 9 AND 10
SEC: TWN: 23 RNG: 35
DATUM: N/A
SCALE: N/A



Honeycutt & Associates, Inc.
ENGINEERS-PLANNERS
3700 South Washington Avenue
Thousand Oaks, Florida 32780
(321) 267-8233 Fax (321) 269-7847
Certificate of Authorization EB-0007823

APPLICANT:
CAROLINA HOLDINGS
DATE:
SHEET C-2

EXHIBIT 8

STATEMENT OF ESTIMATED REGULATORY COSTS
Willow Creek Community Development District Boundary
Amendment

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs (“SERC”) supports the petition to amend the boundaries of the Willow Creek Community Development District (“District”). The District is in the City of Titusville, Florida (the “City”) within Brevard County, Florida (the “County”). The District was established on December 19, 2005, and is currently comprised of approximately 682.89 acres. The proposed boundary amendment would remove from the District approximately 425.15 acres (the “Contraction Parcel”). The District as contracted will comprise approximately 257.74 acres.

The limitations on the scope of this SERC are explicitly set out in Section 190.002 (2) (d), Florida Statutes (governing district formation or alteration) as follows:

“That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant.”

1.2 Overview of the Willow Creek Community Development District

The District is designed to provide community infrastructure, services, and facilities along with their operations and maintenance to the Willow Creek Community Development District. As indicated above, the District currently encompasses approximately 682.89 acres and is planned to include single family residential units.

The revised development plan for the lands within the District includes the construction of approximately 324 residential units.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541 (2), Florida Statutes, a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly; is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or

innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency¹, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, “transactional costs” are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes. (The City is not defined as a small city for purposes of this requirement).

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1) (a) and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of \$1 million.

It is unlikely the boundary amendment will meet any of the triggers in Section 120.541(2)(a). The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of

¹ For the purposes of this SERC, the term “agency” means City of Titusville and the term “rule” means the ordinance(s) which the City enacted or will enact in connection with the formation or amendment of the District.

individuals likely to be affected by the rule.

Upon approval of the boundary amendment, the District will consist of 257.74 acres. As noted above, the Willow Creek Community Development District is a residential community designed for up to 324 residential units. Formation of the District placed all of these households under the jurisdiction of the District.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

Since the District already exists and is operating, there are no additional ongoing costs to various State entities to implement and enforce the proposed boundary amendment. Further, the District is under 1,000 acres, and therefore, the City is the establishing entity under Section 190.005 (2) (a), Florida Statutes. The modest costs to various State entities to implement and enforce the Ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District's reports are minimal, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to Section 189.427, Florida Statutes, the proposed district must pay an annual fee to the State of Department of Economic Opportunity, which offsets such costs.

City of Titusville

The District is in the City and consists of less than 1,000 acres. Therefore, the City and its staff may process and analyze the petition to amend the boundaries of the District. The City will also conduct a public meeting to vote upon the ordinance to amend the District's boundaries. These activities will absorb some resources. These costs to the City are modest for a number of reasons. First, review of the petition to amend the District boundaries does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, potential costs are offset by the required filing fee. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than the petition to contract a community development district.

Since the District already exists and is operating, there are no additional ongoing costs to the City to implement and enforce the proposed boundary amendment. The proposed District is an independent unit of local government. The only annual costs the City faces are the minimal costs of the various reports that the District currently provides to

the City.

Willow Creek Community Development District

The removal of the Contraction Parcel from the boundaries of the District will change the development plan. No improvements have been constructed on the Contraction Parcel so there will not be a negative impact on the District relative to its on-going debt service obligations.

4.2 Impact on State and Local Revenues

Approval of the proposed ordinance will have no negative impact on State and local revenue. Further, the District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No state or local subsidies are required or expected.

In this regard, it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida or any unit of local government. In accordance with State law, debts of the District are strictly its own responsibility. This is not impacted by the proposed boundary amendment.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

There are no transactional costs likely to be incurred by individuals or entities required to comply with the boundary amendment.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no adverse impacts on small businesses because of the amendment of the District boundaries.

The City, as of the 2020 Census, had an unincarcerated population greater than 10,000. Therefore, the City is not defined as a “Small City” according to Section 120.52 (18), Florida Statutes.

It is important to note that an ordinance relating to a community development district is not subject to the provisions of Section 125.66 (3)(a) and Section 166.041, Laws of Florida regarding the preparation of a business impact statement.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits.

Inputs were received from District Counsel and other professionals associated with the District.

8.0 In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1) (a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

As of the date of preparation, there have been no regulatory alternatives submitted to the agency as described in Section 120.541(1)(a), Florida Statutes.

Prepared by:
Governmental Management Services – South Florida, LLC
July 9, 2024

EXHIBIT 9

Authorization of Agent

This letter shall serve as a designation of Jennifer Kilinski, Esq. of Kilinski | Van Wyk PLLC, whose address is 517 E. College Avenue, Tallahassee, Florida 32301, to act as agent for KB Home Orlando LLC, a Delaware limited liability company, with regard to any and all matters pertaining to a petition submitted to the City Commission of the City of Titusville, Florida to amend the boundaries of Willow Creek Community Development District pursuant to Chapter 190, *Florida Statutes*. This authorization shall remain in effect until revoked in writing.

KB HOME ORLANDO LLC, a Delaware limited liability company

DATE: 3/7/24

Miraida Lare
Print Name: Miraida Lare

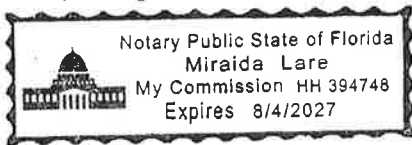
James Makransky
By: James Makransky
Its: Vice President of Finance

Rachael A. Nigastiani
Print Name: Rachael A. Nigastiani

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me physical presence or online notarization this 7th day of March, 2024, by James Makransky as Vice President of Finance of KB Home Orlando LLC, on behalf of the limited liability company. He is personally known to me or has produced _____ as identification.

[notary seal]



Miraida Lare
Print Name: Miraida Lare
Notary Public, State of Florida

ORDINANCE NO. 46- 2024

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING ORDINANCE NO. 88-2005 AND CONTRACTING THE BOUNDARY OF THE WILLOW CREEK COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2024); PROVIDING A TITLE; PROVIDING FINDINGS; DESCRIBING THE AMENDED EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; PROVIDING FOR NOTICE REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF THE SCRIVENER’S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the "Uniform Community Development Act of 1980", Chapter 190, *Florida Statutes* ("Act"), sets forth the exclusive and uniform method for establishing a community development district; and

WHEREAS, the Willow Creek Community Development District (“District”), has filed a Petition to Amend the Boundaries of the Willow Creek Community Development District (“the Petition”), with the City Council of the City of Titusville, Florida (the "City Council"), pursuant to Section 190.046, *Florida Statutes*; and

WHEREAS, copies of the Petition filed on July 18, 2024, are attached hereto as **Composite Exhibit "A"** and made a part hereof by reference; and

WHEREAS, the District is a local unit of special-purpose government established pursuant to the provisions of the Act and City of Titusville Ordinance No. 88-2005 (the “CDD Ordinance”), a copy of the CDD Ordinance is attached hereto as **Exhibit “B”** and made a part hereof by reference; and

WHEREAS, the owners of one hundred percent (100%) of the real property to be included in the District have provided consent to the Petition; and

WHEREAS, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at a duly noticed public hearing conducted by the City Council on November 26, 2024, pursuant to section 190.046(1)(b), *Florida Statutes*; and

WHEREAS, upon consideration of the record established at the duly noticed public hearing, the City Council has considered the record of the public hearing, and the statutory factors set forth in section 190.046, *Florida Statutes*, in making its determination to grant or deny the Petition; and

WHEREAS, the amendment of the District boundaries shall not act to amend any land development approvals and/or applicable land development regulations governing the land area to be included within the District; and

WHEREAS, the amendment of the District boundaries will constitute a timely, efficient,

effective, responsive, and economic way to deliver community development services in the area described in the Petition; and

WHEREAS, the City Council, pursuant to the information contained within the Petition and otherwise being fully advised as to the facts and circumstances contained within the request of the District, finds as follows:

- (1) The statements within the Petition are true and correct; and
- (2) The appropriate City of Titusville staff have reviewed the Petition and have advised the City Council that said Petition is complete; and
- (3) The amendment of the District by this Ordinance is subject to and not inconsistent with any applicable element or portion of the State Comprehensive Plan or the City of Titusville Comprehensive Plan; and
- (4) The area of land located within the District, as amended, is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as one functional, interrelated community; and
- (5) The District, as amended, is the best alternative available for delivering community development services and facilities to the area that will be served by the District; and
- (6) The community development services and facilities of the District, as amended, will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and
- (7) The area that will be served by the District, as amended remains amenable to separate special-district government; and

WHEREAS, pursuant to the Act, the District does not have the power of a local government to adopt a comprehensive plan, building code, land development code, and/or take any action which is inconsistent with applicable comprehensive plans, ordinances, and/or regulations of the applicable local general-purpose government; and

WHEREAS, pursuant to the Act, all governmental planning, environmental, and land development law(s), regulation(s), and/or ordinances of the City of Titusville, apply to all development(s) of the land(s) within the District; and

WHEREAS, this Ordinance shall not act to amend any land development approvals governing the land area to be included within the District; and

WHEREAS, upon the effective date of this Ordinance, the Willow Creek Community Development District, as amended, will be duly and legally authorized to exist on the proposed property and to exercise all of its general and special powers as limited by this Ordinance and applicable law.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA:

SECTION 1. TITLE. This Ordinance shall be known and may be cited as the "Willow Creek Community Development District Boundary Amendment Ordinance."

SECTION 2. INCORPORATION OF RECITALS. The City Council of the City of Titusville finds that the factual recitals (WHEREAS clauses) form a factual and material basis for the approval of this Ordinance and hereby incorporates said findings into this Ordinance.

SECTION 3. AUTHORITY. This Ordinance is enacted in compliance with and pursuant to the Act. Nothing contained herein shall constitute an amendment to any land development regulation(s) and/or approvals for the land area included within the District, as amended.

SECTION 4. FINDINGS. The City Council of the City of Titusville, Florida, hereby finds and determines, pursuant to Section 190.005 and 190.046, Florida Statutes, and applicable provisions of the Act, based on the testimony and evidence presented at the duly noticed public hearing held on November 26, 2024, and the record established at the said duly noticed public hearing, as follows:

- A. The statements within the Petition are true and correct; and
- B. The appropriate City of Titusville staff have reviewed the Petition and have advised the City Council that said Petition is complete; and
- C. The amendment of the District by this Ordinance is subject to and not inconsistent with any applicable element or portion of the State Comprehensive Plan or the City of Titusville Comprehensive Plan; and
- D. The area of land located within the District, as amended, is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as one functional, interrelated community; and
- E. The District, as amended, is the best alternative available for delivering community development services and facilities to the area that will be served by the District; and
- F. The community development services and facilities of the District, as amended, will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and
- G. The area that will be served by the District, as amended remains amenable to separate special-district government; and

SECTION 5. EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are hereby amended as set forth in the Petition, the District will encompass a total of 257.74 acres, more or less, as described and depicted in **Composite Exhibit "A"** attached hereto and incorporated herein by reference.

SECTION 6. FUNCTIONS AND POWERS. The powers and functions of the District are described in Chapter 190 of the Florida Statutes, as follows:

A. The District, as amended, may exercise powers and functions described in Sections 190.011 and 190.012(1) and (2) (a) and (d), *Florida Statutes*.

B. Consent is hereby given to the District's Board of Supervisors to exercise additional powers to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for: parks and facilities for indoor and outdoor recreational, cultural, and education uses as described and authorized by Section 190.012(2)(a), Florida Statutes and security powers, including but not limited to walls, fences, and electronic intrusion detection, as authorized and described in Section 190.012(2)(d), *Florida Statutes*.

C. In the exercise of its powers, the District shall comply with all applicable governmental laws, rules, regulations and policies including, but not limited to, all City of Titusville ordinances and policies governing land planning and permitting of the development to be served by the District.

D. The District shall not have any zoning or permitting powers governing land development or the use of land.

E. Bonds to be issued by the District shall not constitute a debt, liability or general obligation of the City of Titusville, Florida, Brevard County or of the State of Florida, or of any political subdivision thereof, but shall be payable solely from the Pledged Revenues designated for the Bonds.

F. This Ordinance is not intended, nor shall it be construed to expand, modify or delete any provision(s) of the Act, as set forth in Chapter 190, *Florida Statutes*, nor shall it be intended to modify, restrict or expand any current prospective development or utility agreements.

SECTION 7. NOTICE REQUIREMENTS. Petitioner has caused a notice of a public hearing on the consideration of the Petition to be published in a newspaper at least once a week for four (4) successive weeks immediately prior to such public hearing consistent with the Act.

SECTION 8. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be deemed severable and the remaining provisions shall continue remain in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 9. ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS. Sections of this Ordinance may be renamed or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or his/her designee, without need of public hearing, by filing a corrected or re-codified copy of

same with the City Clerk. A certified copy of this enacting ordinance shall be located in the Office of the City Clerk of the City of Titusville, Florida. The City Clerk shall also make copies available to the public for a reasonable publication charge.

SECTION 10. 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 ____ day of _____, 2024.

CITY OF TITUSVILLE, FLORIDA

Andrew Connors, Mayor

ATTEST:

Wanda F. Wells, City Clerk

Exhibit "A":

Petition to Amend the Boundaries of the Willow Creek Community Development District

Exhibit "B":

Ordinance establishing the Willow Creek Community Development District

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 ORDINANCE NO. 88-2005 AND CONTRACTING THE BOUNDARY OF THE WILLOW CREEK COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2024); PROVIDING A TITLE; PROVIDING FINDINGS; DESCRIBING THE AMENDED EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; PROVIDING FOR NOTICE REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF THE SCRIVENER'S ERRORS; AND PROVIDING 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 law¹ 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):

11/12/24
Lm

CITY OF TITUSVILLE
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, November 26, 2024, 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 ordinances:

Ordinance No. 46-2024 - AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING ORDINANCE NO. 88-2005 AND CONTRACTING THE BOUNDARY OF THE WILLOW CREEK COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2024); PROVIDING A TITLE; PROVIDING FINDINGS; DESCRIBING THE AMENDED EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; PROVIDING FOR NOTICE REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF THE SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

Ordinance No. 47-2024 - AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, GRANTING THE PETITION TO ESTABLISH THE WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT, PURSUANT TO CHAPTER 190, FLORIDA STATUTES

(2024), CONCERNING THAT APPROXIMATELY 425.15 +/- ACRES OF LAND; PROVIDING A TITLE; DESCRIBING THE PETITION TO ESTABLISH THE WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT; CREATING AND NAMING THE DISTRICT; PROVIDING FINDINGS; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; PROVIDING FOR NOTICE REQUIREMENTS; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

The proposed ordinances 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 hearings and be heard with respect to the proposed ordinances.

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

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the City Council
From: Scott Larese, City Manager
Subject: **Ordinance No. 47-2024 - Willow Creek II Community Development District (CDD) Establishment**
Department/Office: Community Development

Recommended Action:

Table the public hearing and second reading of Ordinance No. 47-2024 Willow Creek II Community Development District (CDD) Establishment to the regular City Council meeting on December 10, 2024 at 6:30 p.m. City Council tabled the first reading of this ordinance at their regular City Council meeting on November 12, 2024; therefore, the recommended action is to table the public hearing and hold the first reading at this meeting.

Ordinance No. 47-2024 granting the petition to establish the Willow Creek II Community Development District, pursuant to Chapter 190, Florida Statutes (2024), concerning that approximately 425.15 +/- acres of land; providing a title; describing the petition to establish the Willow Creek II Community Development District; creating and naming the district; providing findings; describing the functions and powers of the district; providing for notice requirements; designating five persons to serve as the initial members of the district's board of supervisors; providing for severability; providing for administrative correction of scrivener's errors; and providing an effective date. **(The first reading will be held at this meeting and the public hearing will be held at the regular City Council meeting on December 10, 2024 at 6:30 p.m.)**

Summary Explanation & Background:

KB Home Orlando, LLC ("Petitioner") filed the Petition for an Ordinance to Establish the Willow Creek II Community Development District ("District"), including approximately 425.15 +/- acres of land (the "Petition") described in Section 1 and "Exhibit A" of said Petition, with the City Council of the City of Titusville, Florida (the "City Council"), pursuant to Section 190.005, *Florida Statutes*.

The developer, with the consent of the property owners, is seeking the establishment of a Community Development District (CDD). A CDD is a special purpose unit of local government created pursuant to Chapter 190, F. S. for purposes of financing, constructing, operating and maintaining community-wide infrastructure, improvements and services for the benefit of properties within its boundaries.

The staff finds the petition to be complete and correct and has met all the following factors as described in Section 190.005 of the Florida Statutes.

1. Whether all statements contained within the petition have been found to be true and correct.
2. Whether the establishment of the district is consistent with any applicable element or portion of local government comprehensive plan.
3. Whether the area of land within the proposed district is of sufficient size, is sufficient compact, and is sufficient contiguous to be developable as one function interrelated community.
4. Whether the district is the best alternative available for delivering community development services and facilities to the area that will be served by the district.
5. Whether the community development services and facilities of the district will be incompatible with the capacity and uses of existing local and regional development services and facilities.
6. Whether the area that will be served by the district is amenable to separate special-district government.

Alternatives:

1. Adopt the ordinance.
2. Adopt the ordinance with changes.
3. Do not adopt the ordinance.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Goal 2 - Efficient & Effective Services

Strategic Plan Impact:

The CDD will be responsible for the maintenance of common area infrastructure in the Willow Creek development.

ATTACHMENTS:

1. CDD Ordinance of Establishment - Willow Creek II Council 11-12-24
2. Willow Creek II CDD Establishment
3. Business Impact Estimate - Willow Creek II Establishment 11-6-2024
4. Original Legal Ad_Ordinances 46-2024 and 47-2024

ORDINANCE NO. 47 - 2024

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, GRANTING THE PETITION TO ESTABLISH THE WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT, PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2024), CONCERNING THAT APPROXIMATELY 425.15 +/- ACRES OF LAND; PROVIDING A TITLE; DESCRIBING THE PETITION TO ESTABLISH THE WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT; CREATING AND NAMING THE DISTRICT; PROVIDING FINDINGS; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; PROVIDING FOR NOTICE REQUIREMENTS; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the "Uniform Community Development Act of 1980", Chapter 190, *Florida Statutes* ("Act"), sets forth the exclusive and uniform method for establishing a community development district; and

WHEREAS, KB Home Orlando, LLC ("Petitioner") filed the Petition for an Ordinance to Establish the Willow Creek II Community Development District ("District"), including approximately 425.15 +/- acres of land (the "Petition") described in Section 1 and "Exhibit A" of said Petition, with the City Council of the City of Titusville, Florida (the "City Council"), pursuant to Section 190.005, *Florida Statutes*; and

WHEREAS, copies of the Petition filed on July 18, 2024, are attached hereto as **Composite Exhibit "A"** and made a part hereof by reference; and

WHEREAS, the Petitioner is a Delaware limited liability company authorized to conduct business in the State of Florida whose address is 9102 Southpark Center Loop, Suite 100, Orlando, Florida 32819; and

WHEREAS, the owners of one hundred percent (100%) of the real property to be included in the District have provided consent to the Petition; and

WHEREAS, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at a duly noticed public hearing conducted by the City Council on November 26, 2024, pursuant to section 190.005(1)(d), *Florida Statutes*; and

WHEREAS, upon consideration of the record established at the duly noticed public hearing, the City Council has considered the record of the public hearing, and the statutory factors set forth in section 190.005, *Florida Statutes*, in making its determination to grant or deny the Petition; and

WHEREAS, the establishment of the District shall not act to amend any land development approvals and/or applicable land development regulations governing the land area to be included within the District; and

WHEREAS, the establishment of the District will constitute a timely, efficient, effective, responsive, and economic way to deliver community development services in the area described in the Petition; and

WHEREAS, the City Council, pursuant to the information contained within the Petition and otherwise being fully advised as to the facts and circumstances contained within the request of the District, finds as follows:

- (1) The statements within the Petition are true and correct; and
- (2) The appropriate City of Titusville staff have reviewed the Petition and have advised the City Council that said Petition is complete; and
- (3) The establishment of the District by this Ordinance is subject to and not inconsistent with any applicable element or portion of the State Comprehensive Plan or the City of Titusville Comprehensive Plan; and
- (4) The area of land located within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as one functional, interrelated community; and
- (5) The District is the best alternative available for delivering community development services and facilities to the area that will be served by the District; and
- (6) The community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and
- (7) The area that will be served by the District remains amenable to separate special-district government; and

WHEREAS, pursuant to the Act, the District does not have the power of a local government to adopt a comprehensive plan, building code, land development code, and/or take any action which is inconsistent with applicable comprehensive plans, ordinances, and/or regulations of the applicable local general-purpose government; and

WHEREAS, pursuant to the Act, all governmental planning, environmental, and land development law(s), regulation(s), and/or ordinances of the City of Titusville, apply to all development(s) of the land(s) within the District; and

WHEREAS, upon the effective date of this Ordinance, the Willow Creek II Community Development District will be duly and legally authorized to exist on the proposed property and to

exercise all of its general and special powers as limited by this Ordinance and applicable law.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA:

SECTION 1. TITLE. This Ordinance shall be known and may be cited as the "Willow Creek II Community Development District Establishment Ordinance."

SECTION 2. INCORPORATION OF RECITALS. The City Council finds that the factual recitals (WHEREAS clauses) form a factual and material basis for the approval of this Ordinance and hereby incorporates said findings into this Ordinance.

SECTION 3. AUTHORITY. This Ordinance is enacted in compliance with and pursuant to the Act. Nothing contained herein shall constitute an amendment to any land development regulation(s) and/or approvals for the land area included within the District.

SECTION 4. CREATION OF DISTRICT; DISTRICT NAME. The Petition filed to create the Willow Creek II Community Development District is hereby granted and there is hereby created a community development district, which is located entirely within the boundaries of the City of Titusville, Florida, which District shall be known as the Willow Creek II Community Development District.

SECTION 5. FINDINGS. The City Council hereby finds and determines, pursuant to Section 190.005, *Florida Statutes*, and all other applicable provisions of the Act, based on the testimony and evidence presented at the duly noticed public hearing held on **November 26, 2024**, and the record established at said duly noticed public hearing, as follows:

- A. The statements within the Petition are true and correct; and
- B. The appropriate City of Titusville staff have reviewed the Petition and have advised the City Council that said Petition is complete; and
- C. The establishment of the District by this Ordinance is subject to and not inconsistent with any applicable element or portion of the State Comprehensive Plan or the City of Titusville Comprehensive Plan; and
- D. The area of land located within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as one functional, interrelated community; and
- E. The District is the best alternative available for delivering community development services and facilities to the area that will be served by the District; and
- F. The community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

G. The area that will be served by the District remains amenable to separate special-district government.

SECTION 6. EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are hereby established as set forth in the Petition, the District will encompass a total of 425.15 acres, more or less, as described and depicted in **Composite Exhibit “A”** attached hereto and incorporated herein by reference.

SECTION 7. FUNCTIONS AND POWERS. The powers and functions of the District are described in Chapter 190 of the Florida Statutes, as follows:

A. The District may exercise powers and functions described in Sections 190.011 and 190.012(1) and (2) (a) and (d), *Florida Statutes*.

B. Consent is hereby given to the District's Board of Supervisors to exercise additional powers to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for: parks and facilities for indoor and outdoor recreational, cultural, and education uses as described and authorized by Section 190.012(2)(a), *Florida Statutes*, and security powers, including but not limited to walls, fences, and electronic intrusion detection, as authorized and described in Section 190.012(2)(d), *Florida Statutes*.

C. In the exercise of its powers, the District shall comply with all applicable governmental laws, rules, regulations and policies including, but not limited to, all City of Titusville ordinances and policies governing land planning and permitting of the development to be served by the District.

D. The District shall not have any zoning or permitting powers governing land development or the use of land.

E. Bonds to be issued by the District shall not constitute a debt, liability or general obligation of the City of Titusville, Florida, Brevard County or of the State of Florida, or of any political subdivision thereof, but shall be payable solely from the pledged revenues designated for the bonds.

F. This Ordinance is not intended, nor shall it be construed to expand, modify or delete any provision(s) of the Act, as set forth in Chapter 190, *Florida Statutes*, nor shall it be intended to modify, restrict or expand any current prospective development or utility agreements.

SECTION 8. BOARD OF SUPERVISORS. The five persons meeting the requirements of Section 190.006, *Florida Statutes*, and designated to serve as initial members of the District's Board of Supervisors are as follows:

Name: Stephen McConn
Address: 9102 Southpark Center Loop, Suite 100
Orlando, FL 32819

Name: Casey Dare
Address: 9102 Southpark Center Loop, Suite 100
Orlando, FL 32819

Name: Jeff Myers
Address: 9102 Southpark Center Loop, Suite 100
Orlando, FL 32819

Name: Stephen White
Address: 9102 Southpark Center Loop, Suite 100
Orlando, FL 32819

Name: Paul Thomas
Address: 9102 Southpark Center Loop, Suite 100
Orlando, FL 32819

SECTION 9. NOTICE REQUIREMENTS. Petitioner has caused a notice of a public hearing on the consideration of the Petition to be published in a newspaper at least once a week for four (4) successive weeks immediately prior to such public hearing consistent with the Act.

SECTION 10. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be deemed severable and the remaining provisions shall continue remain in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 11. ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS. Sections of this Ordinance may be renamed or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or his/her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk. A certified copy of this enacting ordinance shall be located in the Office of the City Clerk of the City of Titusville, Florida. The City Clerk shall also make copies available to the public for a reasonable publication charge.

SECTION 12. 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 ____ day of _____, 2024.

CITY OF TITUSVILLE, FLORIDA

Andrew Connors, Mayor

ATTEST:

Wanda F. Wells, City Clerk

Composite Exhibit A:

Petition to Establish the Willow Creek II Community Development District,
filed on July 18, 2024

BEFORE THE CITY COMMISSION OF THE CITY OF TITUSVILLE, FLORIDA
PETITION TO ESTABLISH WILLOW CREEK II
COMMUNITY DEVELOPMENT DISTRICT

Petitioner, KB Home Orlando LLC, a Delaware limited liability company (hereafter “Petitioner”), hereby petitions the City Commission of the City of Titusville, Florida pursuant to the “Uniform Community Development District Act of 1980,” Chapter 190, *Florida Statutes* (2024), to establish a community development district (hereafter “District”), with respect to the land described herein. In support of this Petition, Petitioner states:

1. Location and Size. The proposed District will be located entirely within the City of Titusville, Florida (hereafter “City”). **Exhibit 1** depicts the general location of the lands comprising the proposed District. The proposed District covers approximately 425.15 acres of land, more or less. The legal description of the lands that form the external boundaries of the District are set forth in **Exhibit 2**.

2. Landowner Consent. Petitioner has obtained written consent to establish the District from the owners of one hundred percent (100%) of the real property located within the District. Documentation of the consent to the establishment of the District is contained in **Exhibit 3**.

3. Initial Board Members. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows:

Name: Stephen McConn
Address: 9102 Southpark Center Loop, Suite 100
Orlando, Florida 32819

Name: Casey Dare
Address: 9102 Southpark Center Loop, Suite 100
Orlando, Florida 32819

Name: Jeff Myers
Address: 9102 Southpark Center Loop, Suite 100

Orlando, Florida 32819

Name: Stephen White
Address: 9102 Southpark Center Loop, Suite 100
Orlando, Florida 32819

Name: Paul Thomas
Address: 9102 Southpark Center Loop, Suite 100
Orlando, Florida 32819

All of the above-listed persons are residents of the state of Florida and citizens of the United States of America.

4. Name. The proposed name of the District is Willow Creek II Community Development District.

5. Future Land Uses. The distribution, location, and extent of the public and private land uses proposed for the District by the future land use plan element of the City's Future Land Use Plan are depicted in **Exhibit 4**. The proposed land uses for lands contained within the proposed District are consistent with the approved City Future Land Use Plan.

6. Major Water and Wastewater Facilities. **Exhibit 5** indicates the location of major outfall canals and drainage basins for the lands within the proposed District as well as the location of existing major trunk water mains, reuse water mains and wastewater interceptors within the currently undeveloped lands proposed to be included within the District.

7. District Facilities and Services. The District is presently expected to finance, construct, and install improvements and facilities to benefit the lands within the District in multiple phases over a multi-year time period, commencing in 2025 through 2034. **Composite Exhibit 6** describes the construction timetable and the types of facilities the District presently expects to finance, construct, and install, as well as the entities anticipated for future ownership, operation, and maintenance. The estimated costs of construction are also identified in **Composite Exhibit 6**.

Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

8. Statement of Estimated Regulatory Costs. **Exhibit 7** is the statement of estimated regulatory costs (“SERC”) prepared in accordance with the requirements of Section 120.541, *Florida Statutes* (2024). The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

9. Authorized Agent. The Petitioner is authorized to do business in the State of Florida. The Petitioner has designated Kilinski | Van Wyk PLLC, with a mailing address of 517 E. College Avenue, Tallahassee, Florida 32301, as its authorized agent. See **Exhibit 8** – Authorization of Agent. Copies of all correspondence and official notices should be sent to:

Jennifer Kilinski, Esq.
jennifer@cddlattorneys.com
Patrick Collins, Esq.
patrick@cddlattorneys.com
KILINSKI | VAN WYK PLLC
517 E. College Avenue
Tallahassee, Florida 32301
(877) 350-0732

10. This petition to establish the Willow Creek II Community Development District should be granted for the following reasons:

a. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the City Comprehensive Plan.

b. The area of land within the proposed District is part of a planned community. It is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the District will prevent the general body of taxpayers in the City from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the District. The District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District's services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the City Commission of the City of Titusville, Florida to:

a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), *Florida Statutes* (2024).

b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, *Florida Statutes* (2024).

c. consent to the District's exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, enlarge or extend, equip, operate, and maintain systems and facilities for: parks and facilities for indoor and outdoor recreation, cultural, and educational uses and for

security, including, but not limited to walls, fences and electronic intrusion detection all as authorized and described by Section 190.012(2)(a) and (d), *Florida Statutes* (2024).

RESPECTFULLY SUBMITTED, this 18th day of July, 2024.

KILINSKI | VAN WYK PLLC

/s/ Jennifer L. Kilinski

Jennifer L. Kilinski, Esq.

jennifer@cddlattorneys.com

Florida Bar No. 69367

Patrick Collins, Esq.

patrick@cddlattorneys.com

Florida Bar No. 1038611

517 E. College Avenue

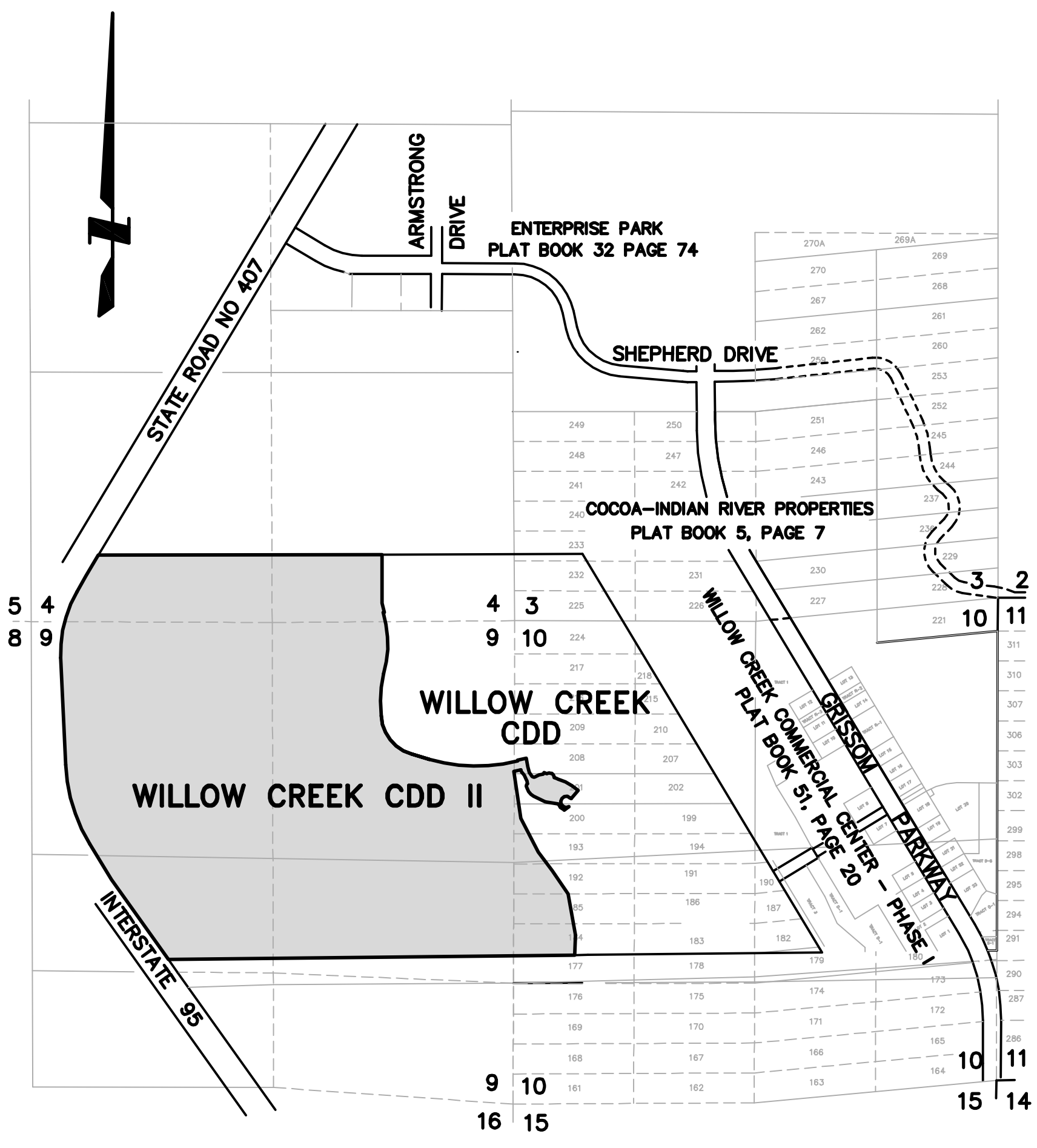
Tallahassee, Florida 32301

(877) 350-0372 (telephone)

Attorneys for Petitioner

EXHIBIT 1

LOCATION MAP



TOWNSHIP 23 SOUTH, RANGE 35 EAST

BREVARD COUNTY
 VERONA CDD II
 SEC: 4,9 AND 10
 DATUM: N/A
 SCALE: N/A



Honeycutt & Associates, Inc.
 ENGINEERS-PLANNERS
 3700 South Washington Avenue
 Titusville, Florida 32780
 (321) 267-6233 Fax (321) 269-7847
 Certificate of Authorization EB-0007823

APPLICANT: CAROLINA HOLDINGS
 DATE:
 SHEET C-1

EXHIBIT 2

LEGAL DESCRIPTION:

WILLOW CREEK CDD II:

A PARCEL OF LAND BEING PORTIONS OF LOTS 184, 185, 192, 193, 200, 201, AND 208 AS SHOWN ON THE PLAT OF COCOA-INDIAN RIVER PROPERTIES AS RECORDED IN PLAT BOOK 5, PAGE 7 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF THE NORTH 3/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA LYING EAST OF THE EASTERLY RIGHT OF WAY LINE INTERSTATE 95 AND STATE ROAD NO.407.

ALSO TOGETHER WITH:

A PORTION OF THE SOUTH 1/2 OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO.407.

ALL OF THE ABOVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, THENCE N.00°11'12"E., ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1327.76 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/4 OF SAID SECTION 10; THENCE CONTINUE N.00°11'12"E., ALONG SAID EAST LINE OF SECTION 10, A DISTANCE OF 101.45 FEET; THENCE S.89°22'09"W., 316.46 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF GRISSOM PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2721, PAGE 910 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE S.89°22'09"W., 4330.71 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.89°22'09"W., 4470.31 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE ALONG THE RIGHT OF WAY LINES OF INTERSTATE 95 AND STATE ROAD NO.407, THE FOLLOWING SEVEN COURSES AND DISTANCES; THENCE N.35°26'31"W., 1079.54 FEET; THENCE N.31°25'51"W., 461.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1819.86 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°53'59", 917.93 FEET TO THE POINT OF TANGENCY; THENCE N.02°31'52"W., 1179.02 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1342.40 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°21'46", 758.24 FEET TO THE POINT OF TANGENCY; THENCE N.29°49'54"E., 198.99 FEET; THENCE N.30°59'13"E., 268.32 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE OF INTERSTATE 95 ON A BEARING OF N.89°52'19"E., 3122.20 FEET TO THE MOST NORTHWESTERLY CORNER OF VERONA – VILLAGE "B", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 73, PAGES 29 THROUGH 36 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY LINE OF THE AFORESAID PLAT OF VERONA – VILLAGE "B", THE FOLLOWING TWO (2) COURSES AND DISTANCES: THENCE S. 00°07'38"E., 533.14 FEET; THENCE S.15°34'01"E., 105.25 FEET; THENCE S.76°55'42"W., 17.53 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF "WILLOW CREEK BOULEVARD" (A 90.00 FOOT WIDE PUBLIC RIGHT OF WAY) AS SHOWN ON THE AFORESAID PLAT OF VERONA – VILLAGE "B"; SAID POINT BEING ON A NON-TANGENT CIRCULAR CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1210.50 FEET; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID PUBLIC RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 32°16'15", 681.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 957.08 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 18°10'53", 303.71 FEET TO THE POINT OF TANGENCY; THENCE S.02°29'18"E., 162.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 459.29 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 71°22'59", 572.21 FEET TO THE POINT OF TANGENCY; THENCE

S.73°49'59"E., 207.65 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1879.88 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 28°09'01", 923.61 FEET TO A POINT ON THE WEST LINE OF VERONA-VILLAGE "D", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 71, PAGES 18 THROUGH 24 OF THE AFORESAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N.08°34'09"W., ALONG SAID WEST LINE, A DISTANCE OF 6.94 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF VERONA-VILLAGE "D"; SAID POINT BEING ON A NON-TANGENT CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 805.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID PLAT OF VERONA-VILLAGE "D", THROUGH A CENTRAL ANGLE OF 05°26'28", 76.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 795.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID PLAT OF VERONA-VILLAGE "D", THROUGH A CENTRAL ANGLE OF 05°57'04", 82.57 FEET TO THE WEST CORNER OF TRACT REC-2, AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE DEPARTING SAID NORTH LINE, RUN S.09°28'11"E., 95.03 FEET TO THE NORTHEAST CORNER OF TRACT REC-1, AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE RUN ALONG THE BOUNDARY OF SAID TRACT REC-1 THE FOLLOWING THIRTY-SEVEN (37) COURSES AND DISTANCES: THENCE S.13°00'01"E., 66.81 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°32'33", 54.42 FEET TO THE POINT OF TANGENCY; THENCE S.57°32'34"E., 11.11 FEET; THENCE S.81°34'25"E., 11.77 FEET; THENCE N.74°26'37"E., 14.74 FEET; THENCE N.63°33'32"E., 48.72 FEET; THENCE N.80°02'14"E., 48.82 FEET; THENCE N.27°54'32"E., 18.00 FEET; THENCE S.66°31'54"E., 30.55 FEET; THENCE N.75°46'30"E., 28.29 FEET; THENCE S.86°37'24"E., 15.33 FEET; THENCE S.74°09'46"E., 12.79 FEET; THENCE S.48°16'14"E., 17.65 FEET; THENCE S.35°45'28"E., 12.66 FEET; THENCE S.15°02'04"E., 23.54 FEET; THENCE S.65°38'01"E., 25.44 FEET; THENCE S.70°56'30"E., 21.68 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 646.77 FEET AND TO WHICH POINT A RADIAL LINE BEARS N.18°15'43"E.; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°32'03", 254.37 FEET TO A POINT OF TANGENCY; THENCE ON A RADIAL LINE OF S.40°47'46"W., 120.00 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF PECORINO COURT AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D" AND ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 526.78 FEET; THENCE NORTHWESTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°15'51", 20.82 FEET TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 61.00 FEET; THENCE SOUTHWESTERLY TO NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 254°11'29", 270.62 FEET TO THE POINT OF CUSP AND TO WHICH POINT A RADIAL LINE BEARS S.35°56'53"E.; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN S.52°19'17"W., 72.35 FEET; THENCE N.38°11'57"W., 11.02 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE EASTERLY, AND HAVING A RADIUS OF 89.50 FEET AND TO WHICH POINT A RADIAL LINE BEARS S.18°23'35"W., THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°38'31", 86.92 FEET; THENCE N.80°35'10"W., 132.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 68.50 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°49'57", 20.12 FEET TO THE POINT OF TANGENCY; THENCE N.63°45'13"W., 134.69 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 145.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°12'22", 119.47 FEET TO THE POINT OF TANGENCY; THENCE N.16°32'51"W., 23.24 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°54'40", 31.38 FEET; THENCE N.12°55'16"W., 31.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 81.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°12'05", 17.25 FEET TO THE POINT OF TANGENCY; THENCE N.25°07'21"W., 50.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF

81.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°54'15", 29.55 FEET TO THE POINT OF TANGENCY; THENCE N.46°01'36"W., 11.58 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS 49.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°46'08", 25.46 FEET TO THE POINT OF TANGENCY; THENCE N.16°00'44"W., 7.75 FEET TO THE SOUTHEAST CORNER OF TRACT L-7 AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE S.76°27'51"E., 78.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT L-7, SAID POINT BEING ON THE WEST LINE OF SAID PLAT OF VERONA-VILLAGE "D"; THENCE RUN ALONG THE WESTERLY LINE OF AFORESAID PLAT OF VERONA-VILLAGE "D", THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: THENCE RUN S.08°34'09"E., 201.72 FEET; THENCE S.07°57'44"E., 319.64 FEET; THENCE S.27°28'40"E., 417.26 FEET; THENCE S.36°41'30"E., 257.82 FEET; THENCE S.34°33'08"E., 308.78 FEET; THENCE S.10°27'19"E., 458.41 FEET; THENCE S.02°55'36"W., 222.15 FEET TO THE POINT OF BEGINNING, CONTAINING 425.15 ACRES.

EXHIBIT 3

**CONSENT AND JOINDER OF LANDOWNER TO INCLUSION
IN PROPOSED WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT**

The undersigned is the owner of certain lands more fully described in **Exhibit A** attached hereto and made a part hereof ("**Property**").

The undersigned understands and acknowledges an application to establish a community development district in accordance with the provisions of Chapter 190 of the Florida Statutes is being submitted on its behalf. As the owner of lands which are intended to constitute the community development district, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, the petitioner, on behalf of itself or the landowner of lands to be included, must include the written consent to the establishment of the community development district of one hundred percent (100%) of the owners of the lands to be included within the community development district.

The undersigned hereby consents to the establishment of the community development district which will include the Property and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the community development district.

The undersigned acknowledges that the consent will remain in full force and effect until the District is established or this consent is revoked in writing, whichever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by the District, consent to inclusion of the Property within the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

[signatures on following page]

Executed this 7th day of March, 2024.

WITNESSES:

KB HOME ORLANDO LLC, a Delaware
limited liability company

Miraida Lare
Print Name: Miraida Lare

James Makransky
By: James Makransky
Its: Vice President of Finance

Rachael F. Nigaglioni
Print Name: Rachael F. Nigaglioni

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this 7th day of March, 2024, by James Makransky, as Vice President of
Finance of KB Home Orlando LLC, who is personally known to me or who has produced _____
_____ as identification.

[notary seal]



Miraida Lare
Print Name: Miraida Lare
Notary Public, State of Florida

Exhibit A:
PROPERTY DESCRIPTION

LEGAL DESCRIPTION:

WILLOW CREEK CDD II:

A PARCEL OF LAND BEING PORTIONS OF LOTS 184, 185, 192, 193, 200, 201, AND 208 AS SHOWN ON THE PLAT OF COCOA-INDIAN RIVER PROPERTIES AS RECORDED IN PLAT BOOK 5, PAGE 7 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF THE NORTH 3/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA LYING EAST OF THE EASTERLY RIGHT OF WAY LINE INTERSTATE 95 AND STATE ROAD NO.407.

ALSO TOGETHER WITH:

A PORTION OF THE SOUTH 1/2 OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO.407.

ALL OF THE ABOVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

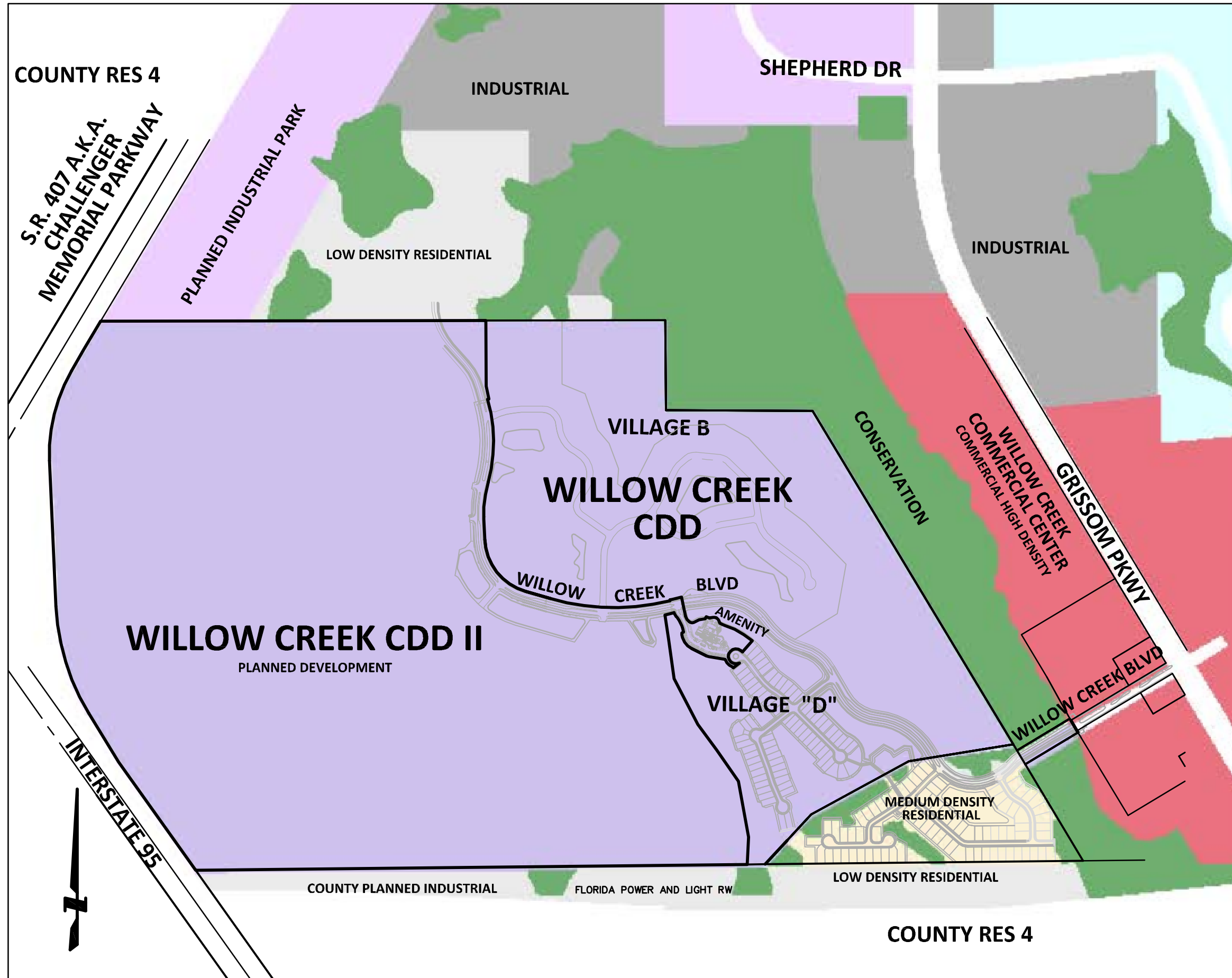
COMMENCING AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, THENCE N.00°11'12"E., ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1327.76 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/4 OF SAID SECTION 10; THENCE CONTINUE N.00°11'12"E., ALONG SAID EAST LINE OF SECTION 10, A DISTANCE OF 101.45 FEET; THENCE S.89°22'09"W., 316.46 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF GRISSOM PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2721, PAGE 910 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE S.89°22'09"W., 4330.71 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.89°22'09"W., 4470.31 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE ALONG THE RIGHT OF WAY LINES OF INTERSTATE 95 AND STATE ROAD NO.407, THE FOLLOWING SEVEN COURSES AND DISTANCES; THENCE N.35°26'31"W., 1079.54 FEET; THENCE N.31°25'51"W., 461.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1819.86 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°53'59", 917.93 FEET TO THE POINT OF TANGENCY; THENCE N.02°31'52"W., 1179.02 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1342.40 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°21'46", 758.24 FEET TO THE POINT OF TANGENCY; THENCE N.29°49'54"E., 198.99 FEET; THENCE N.30°59'13"E., 268.32 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE OF INTERSTATE 95 ON A BEARING OF N.89°52'19"E., 3122.20 FEET TO THE MOST NORTHWESTERLY CORNER OF VERONA – VILLAGE "B", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 73, PAGES 29 THROUGH 36 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY LINE OF THE AFORESAID PLAT OF VERONA – VILLAGE "B", THE FOLLOWING TWO (2) COURSES AND DISTANCES: THENCE S. 00°07'38"E., 533.14 FEET; THENCE S.15°34'01"E., 105.25 FEET; THENCE S.76°55'42"W., 17.53 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF "WILLOW CREEK BOULEVARD" (A 90.00 FOOT WIDE PUBLIC RIGHT OF WAY) AS SHOWN ON THE AFORESAID PLAT OF VERONA – VILLAGE "B"; SAID POINT BEING ON A NON-TANGENT CIRCULAR CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1210.50 FEET; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID PUBLIC RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 32°16'15", 681.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 957.08 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 18°10'53", 303.71 FEET TO THE POINT OF TANGENCY; THENCE S.02°29'18"E., 162.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 459.29 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 71°22'59", 572.21 FEET TO THE POINT OF TANGENCY; THENCE

S.73°49'59"E., 207.65 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1879.88 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 28°09'01", 923.61 FEET TO A POINT ON THE WEST LINE OF VERONA-VILLAGE "D", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 71, PAGES 18 THROUGH 24 OF THE AFORESAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N.08°34'09"W., ALONG SAID WEST LINE, A DISTANCE OF 6.94 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF VERONA-VILLAGE "D"; SAID POINT BEING ON A NON-TANGENT CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 805.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID PLAT OF VERONA-VILLAGE "D", THROUGH A CENTRAL ANGLE OF 05°26'28", 76.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 795.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID PLAT OF VERONA-VILLAGE "D", THROUGH A CENTRAL ANGLE OF 05°57'04", 82.57 FEET TO THE WEST CORNER OF TRACT REC-2, AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE DEPARTING SAID NORTH LINE, RUN S.09°28'11"E., 95.03 FEET TO THE NORTHEAST CORNER OF TRACT REC-1, AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE RUN ALONG THE BOUNDARY OF SAID TRACT REC-1 THE FOLLOWING THIRTY-SEVEN (37) COURSES AND DISTANCES: THENCE S.13°00'01"E., 66.81 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°32'33", 54.42 FEET TO THE POINT OF TANGENCY; THENCE S.57°32'34"E., 11.11 FEET; THENCE S.81°34'25"E., 11.77 FEET; THENCE N.74°26'37"E., 14.74 FEET; THENCE N.63°33'32"E., 48.72 FEET; THENCE N.80°02'14"E., 48.82 FEET; THENCE N.27°54'32"E., 18.00 FEET; THENCE S.66°31'54"E., 30.55 FEET; THENCE N.75°46'30"E., 28.29 FEET; THENCE S.86°37'24"E., 15.33 FEET; THENCE S.74°09'46"E., 12.79 FEET; THENCE S.48°16'14"E., 17.65 FEET; THENCE S.35°45'28"E., 12.66 FEET; THENCE S.15°02'04"E., 23.54 FEET; THENCE S.65°38'01"E., 25.44 FEET; THENCE S.70°56'30"E., 21.68 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 646.77 FEET AND TO WHICH POINT A RADIAL LINE BEARS N.18°15'43"E.; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°32'03", 254.37 FEET TO A POINT OF TANGENCY; THENCE ON A RADIAL LINE OF S.40°47'46"W., 120.00 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF PECORINO COURT AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D" AND ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 526.78 FEET; THENCE NORTHWESTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°15'51", 20.82 FEET TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 61.00 FEET; THENCE SOUTHWESTERLY TO NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 254°11'29", 270.62 FEET TO THE POINT OF CUSP AND TO WHICH POINT A RADIAL LINE BEARS S.35°56'53"E.; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN S.52°19'17"W., 72.35 FEET; THENCE N.38°11'57"W., 11.02 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE EASTERLY, AND HAVING A RADIUS OF 89.50 FEET AND TO WHICH POINT A RADIAL LINE BEARS S.18°23'35"W., THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°38'31", 86.92 FEET; THENCE N.80°35'10"W., 132.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 68.50 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°49'57", 20.12 FEET TO THE POINT OF TANGENCY; THENCE N.63°45'13"W., 134.69 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 145.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°12'22", 119.47 FEET TO THE POINT OF TANGENCY; THENCE N.16°32'51"W., 23.24 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°54'40", 31.38 FEET; THENCE N.12°55'16"W., 31.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 81.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°12'05", 17.25 FEET TO THE POINT OF TANGENCY; THENCE N.25°07'21"W., 50.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF

81.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°54'15", 29.55 FEET TO THE POINT OF TANGENCY; THENCE N.46°01'36"W., 11.58 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS 49.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°46'08", 25.46 FEET TO THE POINT OF TANGENCY; THENCE N.16°00'44"W., 7.75 FEET TO THE SOUTHEAST CORNER OF TRACT L-7 AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE S.76°27'51"E., 78.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT L-7, SAID POINT BEING ON THE WEST LINE OF SAID PLAT OF VERONA-VILLAGE "D"; THENCE RUN ALONG THE WESTERLY LINE OF AFORESAID PLAT OF VERONA-VILLAGE "D", THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: THENCE RUN S.08°34'09"E., 201.72 FEET; THENCE S.07°57'44"E., 319.64 FEET; THENCE S.27°28'40"E., 417.26 FEET; THENCE S.36°41'30"E., 257.82 FEET; THENCE S.34°33'08"E., 308.78 FEET; THENCE S.10°27'19"E., 458.41 FEET; THENCE S.02°55'36"W., 222.15 FEET TO THE POINT OF BEGINNING, CONTAINING 425.15 ACRES.

EXHIBIT 4

FUTURE LAND USE MAP



COUNTY RES 4

S.R. 407 A.K.A.
CHALLENGER
MEMORIAL PARKWAY

PLANNED INDUSTRIAL PARK

INDUSTRIAL

SHEPHERD DR

LOW DENSITY RESIDENTIAL

INDUSTRIAL

VILLAGE B

WILLOW CREEK
CDD

CONSERVATION

WILLOW CREEK
COMMERCIAL HIGH DENSITY

GRISSOM PKWY

WILLOW CREEK BLVD

AMENITY

WILLOW CREEK CDD II
PLANNED DEVELOPMENT

VILLAGE "D"

WILLOW CREEK BLVD

MEDIUM DENSITY
RESIDENTIAL

INTERSTATE 95

COUNTY PLANNED INDUSTRIAL

FLORIDA POWER AND LIGHT RW

LOW DENSITY RESIDENTIAL

COUNTY RES 4

BREVARD COUNTY
VERONA CDD II
SEC: 4, 9 AND 10
SEC: TWN: 23 RNG: 35
DATUM: N/A
SCALE: N/A



Honeycutt &
Associates, Inc.
ENGINEERS-PLANNERS
3700 South Washington Avenue
Titusville, Florida 32780
(321) 267-6233 Fax (321) 266-7847
Certificate of Authorization EB-0007623

APPLICANT:
CAROLINA HOLDINGS
DATE:
SHEET C-2

EXHIBIT 5

COMPOSITE EXHIBIT 6

Improvement Categories	Estimated Cost of Improvements	
VILLAGE A INFRASTRUCTURE	\$	12,084,640.00
VILLAGE C INFRASTRUCTURE	\$	17,590,250.00
VILLAGE A and C WILLOW CREEK BLVD	\$	4,507,565.00
VILLAGE E INFRASTRUCTURE	\$	2,116,876.00
VILLAGE E WILLOW CREEK BLVD	\$	991,664.00
AMENITIES	\$	5,000,000.00
	TOTAL:	\$ 42,290,995.00

Improvement Categories	Construction Entity	Ownership Entity	Maintenance Entity*
VILLAGE A INFRASTRUCTURE	CDD	CDD	CDD
VILLAGE C INFRASTRUCTURE	CDD	CDD	CDD
VILLAGE A and C WILLOW CREEK BLVD	CDD	CDD	CDD
VILLAGE E INFRASTRUCTURE	CDD	CDD	CDD
VILLAGE E WILLOW CREEK BLVD	CDD	CDD	CDD
AMENITIES	CDD	CDD	CDD

* Except for utilities and roadways, which will be owned and maintained by the City of Titusville

EXHIBIT 7

Willow Creek II

COMMUNITY DEVELOPMENTDISTRICT

Statement of
Estimated Regulatory Costs

July 15, 2024

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs (“SERC”) supports the petition to establish the **Willow Creek II Community Development District** (the “District”). The proposed District comprises approximately 425.15 acres of land located within the City of Titusville, Florida (the “City”), Brevard County, Florida (the “County”). The project is planned for approximately 1031 residential units. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes, as follows:

"That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant (emphasis added)."

1.2 Overview of the Willow Creek II Community Development District

The District is designed to provide community infrastructure, services, and facilities along with operation and maintenance of such facilities and services to the lands within the District. The District will encompass approximately 425.15 acres.

The development plan for the proposed lands within the District includes approximately 1031 residential units. Such uses are authorized for inclusion within the proposed District. A community development district (“CDD”) is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDD’s provide a “solution to the state’s planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers.” See Section 190.002(1)(a), Florida Statutes.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the City/County in which the CDD lies. A CDD does not have the permitting, zoning or general police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as Willow Creek II. The scope of this SERC is limited to evaluating the consequences of approving the petition to establish the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

According to Section 120.541(2), Florida Statutes, a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the

implementation of the rule;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency¹, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, “transactional costs” are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties defined by Section 120.52, Florida Statutes. The impact analysis for small businesses must include the basis for the agency’s decision not to implement alternatives that would reduce adverse impacts on small businesses.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 An economic analysis showing whether the ordinance directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

¹ For the purposes of this SERC, the term “agency” means the City of Titusville and the term “rule” means the ordinance(s) which the City will enact in connection with the creation of the District.

The ordinance establishing the District is not anticipated to have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is voluntary and all additional costs will be disclosed to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The purpose for establishment of the District is to provide public facilities and services to support the development of a new, master planned residential development. The development of the approximately 425.15 +/- acres anticipated to be within the District will promote local economic activity, create local value, lead to local private sector investment and is likely to result in local private sector employment and/or local job creation.

Establishment of the District will allow a systematic method to plan, fund, implement, operate and maintain, for the benefit of the landowners within the District, various public facilities and services. Such facilities and services, as further described in Section 5, will allow for the development of the land within the District. The provision of District's infrastructure and the subsequent development of land will generate private economic activity, economic growth, investment and employment, and job creation. The District intends to use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, is likely to use private firms to operate and maintain such infrastructure and provide services to the landowners and residents of the District. The private developer of the land in the District will use its private funds to conduct the private land development and construction of an anticipated approximately 1031 residential units, the construction, sale, and continued use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved in absence of the District by the private sector alone, the fact that the establishment of the District is initiated by the private developer means that the private developer considers the establishment and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the District, which in turn will lead directly or indirectly to economic growth, likely private sector job growth and/or support private sector employment, and private sector investments.

2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

When assessing the question of whether the establishment of the District is likely to directly or

indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the District in the development. When the question is phrased in this manner, it can be surmised that the establishment of the District is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure, or services desired by the landowners, which will ensure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the establishment of the District for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was no District. The District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The establishment of the District will not increase any regulatory costs of the State by virtue that the District will be one of many already existing similar districts within the State. As described in more detail in Section 4, the proposed District will pay a one-time filing fee to the City to offset any expenses that the City may incur in holding a local public hearing on the petition. Similarly, the proposed District will pay annually the required Special District Filing Fee, which fee is meant to offset any State costs related to its oversight of all special districts in the State.

The establishment of the District will, however, directly increase regulatory costs to the landowners within the District. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is completely voluntary, all current property owners must consent to the establishment of the District and all initial prospective buyers will have such additional transaction costs disclosed to them prior to sale, as required by State law. Such costs, however, should be considered voluntary, self-imposed, and as a tradeoff for the enhanced service and facilities provided by the District.

The District will incur overall operational costs related to services for infrastructure maintenance, landscaping, amenity operation and similar items. In the initial stages of development, the costs will likely be minimized. These operating costs will be funded by the landowners through direct funding agreements or special assessments levied by the District. Similarly, the District may incur costs associated with the issuance and repayment of special assessment revenue bonds. While these costs in the aggregate may approach the stated threshold over a five-year period, this would not be unusual for a Project of this nature and the infrastructure, and services proposed to be provided by the District will be needed to serve the Project regardless of the existence of the District. Thus, the District-related costs are not additional development costs. Due to the relatively low cost of financing available to CDDs, due to the tax-exempt nature of CDD debt, certain improvements can be provided more efficiently by the District than by alternative entities. Furthermore, it is important to remember that such costs would be funded through special assessments paid by landowners

within the District and would not be a burden on the taxpayers outside the District nor can the District debt be a debt of the City or the State.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

The individuals and entities likely to be required to comply with the ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized, as follows: 1) The State of Florida and its residents, 2) City of Titusville and its residents, 3) current property owners, and 4) future property owners.

a. The State of Florida

The State of Florida and its residents and general population will not incur any compliance costs related to the establishment and on-going administration of the District and will only be affected to the extent that the State incurs those nominal administrative costs outlined herein. The cost of any additional administrative services provided by the State as a result of this project will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

b. City of Titusville, Florida

The City and its residents not residing within the boundaries of the District will not incur any compliance costs related to the establishment and on-going administration of the District other than any one-time administrative costs outlined herein, which will be offset by the filing fee submitted to the City. Once the District is established, these residents will not be affected by adoption of the ordinance. The cost of any additional administrative services provided by the City as a result of this development will be incurred whether the infrastructure is financed through the District or any alternative financing method.

c. Current Property Owners

The current property owners of the lands within the proposed District boundaries will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

d. Future Property Owners

The future property owners are those who will own property in the proposed District. These future property owners will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

The proposed District will serve land that comprises an approximately 425.15 +/- acre master planned residential development currently anticipated to contain a total of approximately 1031 residential units, although the development plan can change. Assuming an average density of 3.5 persons per residential unit, the estimated residential population of the proposed District at build out would be approximately 3,600 +/- and all of these residents as well as the landowners within the District will be affected by the ordinance. The City, the proposed District and certain state agencies will also be affected by or required to comply with the ordinance as more fully discussed hereafter.

4.0 A good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

The City is establishing the District by ordinance in accordance with the Act and, therefore, there is no anticipated effect on state or local revenues.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed formation of the District. The District as proposed will encompass under 2500 acres, therefore the City is the establishing entity under sections 190.005(2), (2)(e), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.018, Florida Statutes, the proposed District must pay an annual fee to the State of Florida Department of Commerce, which offsets such costs.

City of Titusville

The City and its staff will process and analyze the petition, conduct a public hearing with respect to the petition, and vote upon the petition to establish the District. These activities will absorb some resources. However, the petitioner will submit any requested costs to the City which will cover the City costs for review of the petition for establishment.

These costs to the City are modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new or additional staff. Fourth, there is no capital required to review the petition. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than the petition to establish a CDD.

The annual costs to the City because of the establishment of the District are minimal. The proposed District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City. Furthermore, the City will not incur any quantifiable on-going costs resulting from the on-going administration of the District. As previously stated, the District operates independently from the City and all administrative and operating costs incurred by the District relating to the financing and construction of infrastructure are borne entirely by the District and its landowners.

4.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct infrastructure or facilities, or for any other reason, are not debts of the State of Florida or the City. In accordance with Florida law, debts of the District are strictly the District’s own responsibility.

5.0 A good faith estimate of the transactional costs that are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. It is anticipated that the entry feature and signage; master stormwater management system; sewer and water systems; street lighting/conduit; roadway improvements; parks & recreational facilities; and offsite improvements will be financed by the District.

**Table 1.
Willow Creek II CDD Proposed Facilities and Services**

Improvement Categories	Construction Entity	Ownership Entity	Maintenance Entity*
VILLAGE A INFRASTRUCTURE	CDD	CDD	CDD
VILLAGE C INFRASTRUCTURE	CDD	CDD	CDD
VILLAGE A and C WILLOW CREEK BLVD	CDD	CDD	CDD
VILLAGE E INFRASTRUCTURE	CDD	CDD	CDD
VILLAGE E WILLOW CREEK BLVD	CDD	CDD	CDD
AMENITIES	CDD	CDD	CDD

*Except for utilities and roadways, which will be owned and maintained by the City of Titusville

The Petitioner has estimated the design and development costs for providing the capital facilities. The cost estimates are shown in Table 2 below. Total development costs for these facilities are estimated to be approximately \$42,290,995. The District may issue special assessment bonds or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all developable properties in the District that benefit from the District’s capital improvement program.

**Table 2.
Cost Estimate for District Facilities**

Improvement Categories	Estimated Cost of Improvements
VILLAGE A INFRASTRUCTURE	\$ 12,084,640.00
VILLAGE C INFRASTRUCTURE	\$ 17,590,250.00
VILLAGE A and C WILLOW CREEK BLVD	\$ 4,507,565.00
VILLAGE E INFRASTRUCTURE	\$ 2,116,876.00
VILLAGE E WILLOW CREEK BLVD	\$ 991,664.00
AMENITIES	\$ 5,000,000.00
TOTAL:	\$ 42,290,995.00

Landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition to the levy of non-ad valorem

assessments for debt service, the District may also impose non-ad valorem assessments to fund the operation and maintenance of the District and its facilities and services.

It is important to recognize that buying property in the District is completely voluntary. Ultimately, all owners and users of property within the District choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having a higher level of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community facilities and services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through developer equity and/or bank loans.

In considering these costs it shall be noted that the lands to be included within the District will receive four major classes of benefits.

First, the property in the District will receive a higher level of public services sooner than would otherwise be the case.

Second, a district is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a district is the sole form of governance which allows district landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and expense of the District services they receive, provided they meet the City's overall requirements.

Fourth, a district has the ability to maintain infrastructure better than a Homeowners' Association ("HOA") because it is able to offer a more secure funding source for maintenance and repair costs through assessments collected on the county tax bill pursuant to section 197.3632, Florida Statutes.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high-quality infrastructure provided by the District is likely to be fairly low.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no adverse impact on small businesses because of the formation of the District. If anything, the impact may be positive. This is because the District must competitively bid many of its contracts, affording small businesses the opportunity to bid on District work, and may also result in a need for additional retail and commercial services that afford small businesses and opportunity for growth.

The City has an estimated un-incarcerated population that is greater than 10,000 according to the 2020 U.S. Census. Therefore, the City is not defined as a “small city” according to section 120.52(19), Florida Statutes.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner’s Engineer and other professionals associated with the Petitioner.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals submitted to the agency as described in section 120.541(1)(a), Florida Statutes.

*Prepared by:
Governmental Management Services - South Florida, LLC
July 15, 2024*

APPENDIX A

LIST OF REPORTING REQUIREMENTS

REPORT	FL. STATUE CITATION	DATE
Annual Financial Audit	190.008/218.39	9 months after end of Fiscal Year
Annual Financial Report	190.008/218.32	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1 - Statement of Financial Interest	112.3145	within 30 days of accepting the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.08	within one year of special district's creation; then annual notice of any changes; and updated report every 7 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	when issued; within 120 days after delivery of bonds
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	190.008	annually by June 15
Adopted Budget	190.008	annually by October 1
Public Depositor Report	280.17	annually by November 30
Notice of Establishment	190.0485	within 30 days after the effective date of an ordinance establishing the District
Notice of Public Financing	190.009	file disclosure documents in the property records of the County after financing

EXHIBIT 8

Authorization of Agent

This letter shall serve as a designation of Jennifer Kilinski, Esq. of Kilinski | Van Wyk PLLC, whose address is 517 E. College Avenue, Tallahassee, Florida 32301, to act as agent for KB Home Orlando LLC, a Delaware limited liability company, with regard to any and all matters pertaining to a petition submitted to the City Commission of the City of Titusville, Florida to establish a community development district pursuant to Chapter 190, *Florida Statutes*. This authorization shall remain in effect until revoked in writing.

KB HOME ORLANDO LLC, a Delaware limited liability company

DATE: 3/7/24

Miraida Lare
Print Name: Miraida Lare

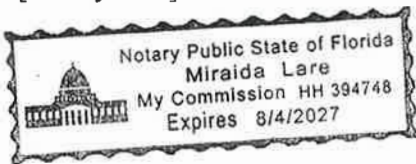
James Makransky
By: James Makransky
Its: Vice President of Finance

Rachael G. Nisagioni
Print Name: Rachael G. Nisagioni

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me physical presence or online notarization this 7th day of March, 2024, by James Makransky as Vice President of Finance of KB Home Orlando LLC, on behalf of the limited liability company. He is personally known to me or has produced _____ as identification.

[notary seal]



Miraida Lare
Print Name: Miraida Lare
Notary Public, State of Florida

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, GRANTING THE PETITION TO ESTABLISH THE WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT, PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2024), CONCERNING THAT APPROXIMATELY 425.15 +/- ACRES OF LAND; PROVIDING A TITLE; DESCRIBING THE PETITION TO ESTABLISH THE WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT; CREATING AND NAMING THE DISTRICT; PROVIDING FINDINGS; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; PROVIDING FOR NOTICE REQUIREMENTS; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING 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 law¹ for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;

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

- b. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the county;
- c. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
- d. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
- e. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

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

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

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):

11/12/24
Lm

CITY OF TITUSVILLE
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, November 26, 2024, 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 ordinances:

Ordinance No. 46-2024 - AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING ORDINANCE NO. 88-2005 AND CONTRACTING THE BOUNDARY OF THE WILLOW CREEK COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2024); PROVIDING A TITLE; PROVIDING FINDINGS; DESCRIBING THE AMENDED EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; PROVIDING FOR NOTICE REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF THE SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

Ordinance No. 47-2024 - AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, GRANTING THE PETITION TO ESTABLISH THE WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT, PURSUANT TO CHAPTER 190, FLORIDA STATUTES

(2024), CONCERNING THAT APPROXIMATELY 425.15 +/- ACRES OF LAND; PROVIDING A TITLE; DESCRIBING THE PETITION TO ESTABLISH THE WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT; CREATING AND NAMING THE DISTRICT; PROVIDING FINDINGS; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; PROVIDING FOR NOTICE REQUIREMENTS; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

The proposed ordinances 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 hearings and be heard with respect to the proposed ordinances.

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

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the City Council
From: Scott Larese, City Manager
Subject: **Live Local Property Tax Exemption Resolution No. 22-2024**
Department/Office: Community Development

Recommended Action:

Adopt Resolution No. 22-2024 to Opt Out of the Live Local Property Tax Exemption per Section 196.1978(3)(o), Florida Statutes.

Summary Explanation & Background:

On August 27, 2024, the City Council directed the staff to research the optout option and draft a resolution for adoption.

The Live Local Act, which became law in 2023, established a new ad valorem tax exemption for owners of newly constructed multifamily rental development that provide affordable housing opportunities to housing natural persons or families below certain income thresholds. One of the thresholds was for qualified property used to provide affordable housing at 80 to 120 percent area median income ("A.M.I."), which receives an exemption of 75 percent of the assessed value of the affordable units.

During the 2024 Legislative Session, House Bill 7073 was passed and signed into law by Governor DeSantis, which created Section 196.1978(3)(o), Florida Statutes. This Section allows a taxing authority to elect to opt-out of the State law - Section 196.1978(3)(d)1.a., Florida Statutes that provides certain affordable housing properties ad valorem tax exemptions, if certain conditions are met:

The taxing authority must make a finding in an ordinance or resolution that the most recently published Shimberg Center for Housing Studies Annual Report, prepared pursuant to Section 420.6075, Florida Statutes, identifies that the city that is part of the jurisdiction of the taxing authority is within a metropolitan statistical area (M.S.A.) or region where the number of affordable and available units in the M.S.A. or region is greater than the number of renter households in the M.S.A. or region for category entitled "0-120 percent A..I."

The most recent Shimberg Center for Housing Studies Annual Report (2023) shows the number of affordable and available units is greater (+6,565) than the number of rental

households in the Palm Bay - Melbourne - Titusville M.S.A.

The ordinance or resolution must take effect on the January 1 immediately succeeding adoption and shall expire on the second January 1 after the January 1 in which the ordinance or resolution takes effect.

Prior to adoption, the ordinance or resolution, or renewal thereof, must be advertised pursuant to the requirements of Section 50.011(1), Florida Statutes.

The taxing authority must provide to the Property Appraiser the adopted ordinance or resolution, or renewal thereof, by the effective date of the ordinance or resolution, or renewal thereof.

In accordance with Section 196.1978(3)(o), Florida Statutes, a property owner of a multifamily project who was granted an exemption pursuant to Section 196.1978(3)(d)1.a., Florida Statutes, before the adoption or renewal of such opt-out ordinance or resolution may continue to receive such exemption for each subsequent consecutive year that the property owner applies for and is granted the exemption.

Alternatives:

Do not adopt the resolution.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Resolution XX-2024 Corrections
2. FHC Missing Middle Tax
3. Shimberg_annual_report_Dec_2023
4. Ch2024-158_HB7073_MiddleIncome
5. Legal Ad_Resolution 22-2024

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA PURSUANT TO SECTION 196.1978(3)(o), FLORIDA STATUTES, ELECTING TO NOT EXEMPT CERTAIN PROPERTY UNDER SECTION 196-1978(3)(d)1.a., FLORIDA STATUTES, REFERRED TO AS THE "LIVE LOCAL ACT PROPERTY TAX EXEMPTION"; PROVIDING FOR FINDINGS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Section 196.1978(3), Florida Statutes (the "Live Local Act Property Tax Exemption"), requires the Brevard County Property Appraiser to exempt certain rental properties from ad valorem taxation if such properties, meet the criteria of the Live Local Act Property Tax Exemption; and

WHEREAS, beginning with the 2025 tax roll, Section 196.1978(3)(d)1.a., Florida Statutes, provides an exemption from ad valorem taxation for certain properties deemed affordable housing for persons or families whose annual household income is between 80 and 120 percent of the median annual adjustment gross income for households within the Palm Bay-Melbourne-Titusville Metropolitan Statistical Area (MSA) or, if not with an MSA, within the county in which the person or family resides (the "80 to 120 tax exemption") if the taxing authority, the City, finds that the latest Shimberg Center for Housing Studies Annual Report identifies that the number of affordable and available units in the MSA is greater than the number of renter households in the MSA or region for natural persons or families who meet the income criteria for the 80 to 120 tax exemption group; and

WHEREAS, the latest Shimberg Annual Report is provided as an attachment to this Resolution and is hereby incorporated by reference; and

WHEREAS, the City Council of the City of Titusville hereby finds that the latest Shimberg Annual Report identifies a surplus of affordable and available units in the Palm Bay-Melbourne-Titusville MSA, which includes the City of Titusville, for those households that meet the income criteria for the 80 to 120 tax exemptions; and

WHEREAS, in accordance with Section 196.1978(3)(o), Florida Statutes, the City Council of the City of Titusville hereby finds that the City of Titusville is a taxing authority that is eligible for the election in Section 196.1978(3)(o), Florida Statutes, to adopt a resolution to not exempt properties that would otherwise be eligible for the 80 to 120 Live Local Act Property Tax Exemption.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TITUSVILLE, THAT:

SECTION 1. The foregoing recitals are true and correct and are incorporated in this Resolution by reference as though fully set forth herein, and adopted as findings of the City Council of the City of Titusville.

SECTION 2. The City Council finds that the City of Titusville is within the Palm Bay-Melbourne-Titusville MSA, and that, based on the Shimberg Annual Report, the number of affordable and available

units in the MSA is greater than the number of renter households in the MSA for the category entitled "0-120 percent A.M.I."

SECTION 3. Pursuant to Section 196.1978(3)(o), Florida Statutes, the City of Titusville, the relevant taxing authority herein, hereby elects not to exempt properties eligible for the 80 to 120 Tax Exemption otherwise allowed for under Section 196.1978(3)(d)1.a., Florida Statutes, and directs the Brevard County Property Appraiser not to grant any such exemptions.

SECTION 4. This Resolution applies only to the ad valorem property tax levies imposed within the City of Titusville.

SECTION 5. This Resolution shall take effect on January 1, 2025, and shall expire on January 1, 2027. This Resolution may be renewed prior to its expiration date in accordance with Florida Law.

SECTION 6. This Resolution has been duly advertised in accordance with Section 50.011(1), Florida Statutes. A copy of this Resolution shall be provided to the Brevard County Property Appraiser prior to January 1, 2025.

SECTION 7. This Resolution does not impact a property owner of a multifamily project which was granted an exemption pursuant to Section 196.1978(3)(d)1.a., Florida Statutes, prior to the adoption of this Resolution. Such property owner may continue to receive the exemption for each consecutive year that the property owner applies for and is granted the exemption.

SECTION 8. If any provision of this Resolution or application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provisions or application, and to this end the provisions of this Resolution are declared severable.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Titusville, Brevard County, Florida, this _____ day of _____, 2024.

Andrew Connors, Mayor

ATTEST:

Wanda F. Wells, City Clerk



Dissecting the Land Use Tools and Property Tax Exemptions in the Live Local Act

June 15, 2023

3. “Missing middle” property tax exemption

- New s. 196.1978(3)
- Provides a property tax exemption to “newly constructed” multifamily developments that have **more than 70 affordable units** for households up to 120% AMI
 - “Newly constructed” means “an improvement to real property which was substantially completed within 5 years of the date of the applicant’s first submission of a request for [the exemption] (lines 691-695)
- Tax exemption only applies to the **affordable** units
- Tiered property tax exemptions:
 - Units affordable to 80-120% AMI = 75% property tax exemption
 - Units affordable to <80% AMI = 100% property tax exemption



“Missing middle” property tax exemption (cont.)

- (3)(k): Units subject to an agreement with FHFC to provide housing to persons up to 80% AMI are not eligible for this exemption
- (3)(l): Property receiving the local option property tax exemption in s. 196.1979 are not eligible for this exemption
- (3)(m): Required rental market study standards
- Exemption is repealed in 2059



Process to apply for “missing middle” exemption

1. Property owner must apply for a “certification notice” from the Florida Housing Finance Corporation (FHFC).
2. FHFC reviews request for certification and approves or denies the request. If approved, FHFC sends the certification notice to the property owner and local property appraiser.
3. Property owner must submit an application on a form proscribed by the Department of Revenue by March 1 to the local property appraiser with the certification notice granted by FHFC.



The Certification Notice

- FHFC is required to create the application for a certification notice. The application must include: (lines 744-760)
 - The most recently completed rental market study meeting the statute's requirements
 - A list of the units for which the property owner seeks an exemption
 - The rent amount received for each unit which the property owner seeks an exemption
 - A sworn statement, under penalty of perjury, from the applicant restricting the property for a period of **not less than 3 years to housing income-eligible families**



Effect of the “Missing middle” property tax exemption

- Effectiveness will depend on relationship between \$ for rents a market-rate developer could charge vs. property tax savings if rented to households at or below 120% AMI
- Will work differently in different markets
- May impact local willingness to devote local dollars to affordable housing initiatives





Connecting the dots –
Effect of the LLA’s
land use & property
tax tools on local
housing initiatives



Live Local's effect on AHAC Strategies

Strategy	Relevant section(s) of the Live Local Act
a. Expedited Permitting	38
b. Fee waivers	8, 9
c. Flexibility in densities	3, 5, 26
d. Reservation of infrastructure capacity	25
e. Affordable accessory residential units	26
f. Reduction of parking and setback requirements	3, 5, 26
g. Flexible lot configurations	3, 5, 26
h. Modification of street requirements	3, 5, 26
i. Housing impact statement	
j. Inventory of publicly owned lands	4, 7, 26, 32
k. Support of development near transit, major employment centers, and mixed-use	3, 4, 5, 7, 26, 32



The “missing middle” exemption & density bonus polices

- The property tax exemptions could spark greater interest in local affordable housing density bonuses
- Hypothetical housing developer voice: “You’re telling me I can get a 75% property tax exemption and 25% density bonus for units affordable to folks between 80 and 120% AMI? Sign me up!!”
- These new LLA tools is a great opportunity to revisit or adopt local land use incentives for affordable housing
- **Policy idea.** Reserve greatest incentives for the production of units to lower-income households (below 80% AMI)



LLA Property tax exemptions and state inclusionary zoning law

- **S. 125.01055(4)/166.04151(4):** requires local governments that administer mandatory inclusionary zoning programs to provide incentives to “fully offset all costs” of an affordable housing requirement
- **Q:** Can the LLA property tax exemptions be used in the calculation to “fully offset all costs” under a mandatory IZ ordinance?
- **FHC interpretation:** The property tax reductions can be considered a reduction in development costs in the pro forma which will lower the amount of costs that need to be offset by the local government.





Shimberg Center for Housing Studies

2023 Annual Report

Shimberg Center for Housing Studies, M.E. Rinker School of Construction Management,
University of Florida, P.O. Box 115703, Gainesville, Florida 32611-5703

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INTRODUCTION

Florida’s population grew by over 450,000 people through migration alone in 2021 and 2022. The state’s increasing population has led to continuing strong demand for housing. Production has continued apace in recent years, with especially active single family construction in fast-growing mid-sized counties and multifamily construction in the state’s urban centers. Home prices have returned to their boom era peaks, while rents reached a more stable growth rate in 2023 after sharp increases in the preceding two years.

This report describes recent trends in housing production, home prices and rents, and the affordable housing inventory. Florida’s growth has placed additional pressure on the state’s affordable housing supply, and the report includes data on the affordable housing needs of the general population, elders, persons with disabilities, and special needs households.

The report also summarizes the Shimberg Center’s 2023 activities in research, teaching, and technical assistance. The Center was established by the Florida Legislature in 1988 as a research hub to facilitate the provision of safe, decent, and affordable housing and related community development. Based in the M.E. Rinker School of Construction Management in University of Florida’s College of Design, Construction, and Planning, the Shimberg Center provides applied research and technical assistance to state agencies, local planners, the housing industry, non-profits, and others involved in shaping our state’s housing policy.

HOUSING SUPPLY

Florida’s 5.7 million single family homes make up the largest share of the housing supply. Seventy-one percent of these homes are homesteaded, indicating that they serve as the owner’s primary residence rather than second homes, vacation homes, or rental properties.

Most of the rest of Florida’s housing inventory is made up of different types of multi-unit housing. Condominiums make up 1.6 million units. These are much more likely to serve as second homes or vacation units; 37 percent are homesteaded. Units in multifamily rental developments make up a similar share of the housing stock, with 1.68 million units. These are divided between approximately 1.27 million units in developments with 10 or more units and 407,000 units in 2-9 unit properties, mostly duplexes. A small share of the 2-9 unit properties are homesteaded (21 percent), indicating that the owner occupies one unit in the building.

Mobile homes on their own parcels make up approximately 437,000 units, of which half are homesteaded. These are individually owned parcels that are distinct from the state’s 2,292 licensed mobile home parks with 291,021 lots for rent.

Table 1. Florida Housing Supply, 2023

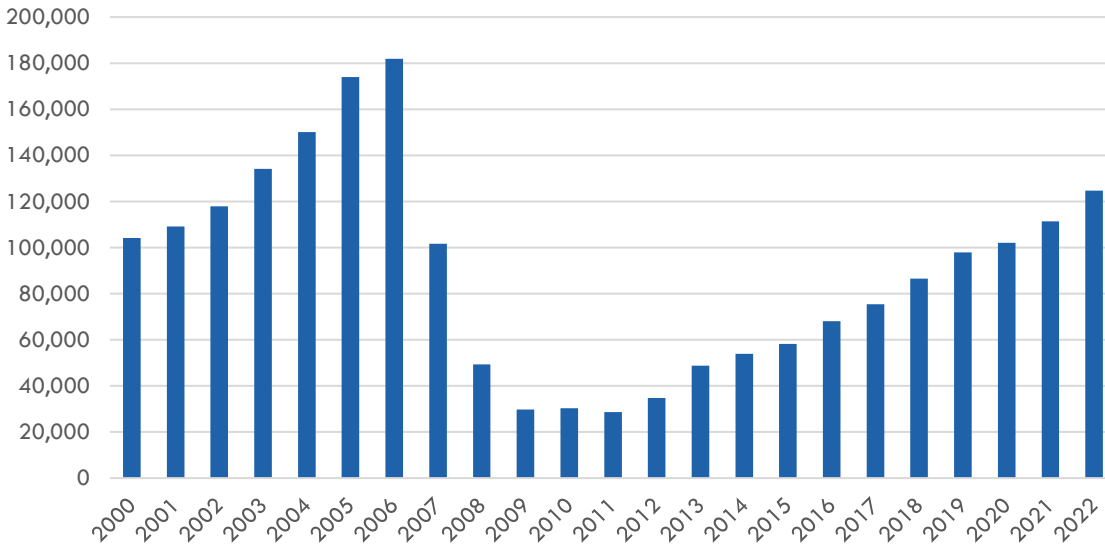
Single Family Homes	Condominiums	Mobile Homes	Multifamily 2-9 Units	Multifamily 10+ Units
<ul style="list-style-type: none"> • 5,745,641 parcels • 4,063,726 homesteaded (71%) 	<ul style="list-style-type: none"> • 1,605,160 parcels • 591,076 homesteaded (37%) 	<ul style="list-style-type: none"> • 437,337 parcels • 225,935 homesteaded (52%) 	<ul style="list-style-type: none"> • 155,994 parcels with 406,864 units • 32,919 homesteaded (21%) 	<ul style="list-style-type: none"> • 15,251 parcels with 1,274,074 units

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 1 for housing supply by county.

HOUSING PRODUCTION

Florida produced approximately 125,000 single family homes in 2022, the last full year for which data is available. This production level is similar to the early 2000s—lower than the number of homes built during the 2004-2006 peak years, but well above the production level following the 2008 housing crash.

Figure 1. Single Family Homes by Year Built, Florida, 2000-2022



Source: Florida Department of Revenue, Name-Address-Legal File

Mid-sized counties led Florida’s single family home growth in 2022. Polk County was the state’s construction hotspot, with 9,235 single family homes built. Of the top ten counties for single family construction, only Hillsborough and Duval were large urban counties.

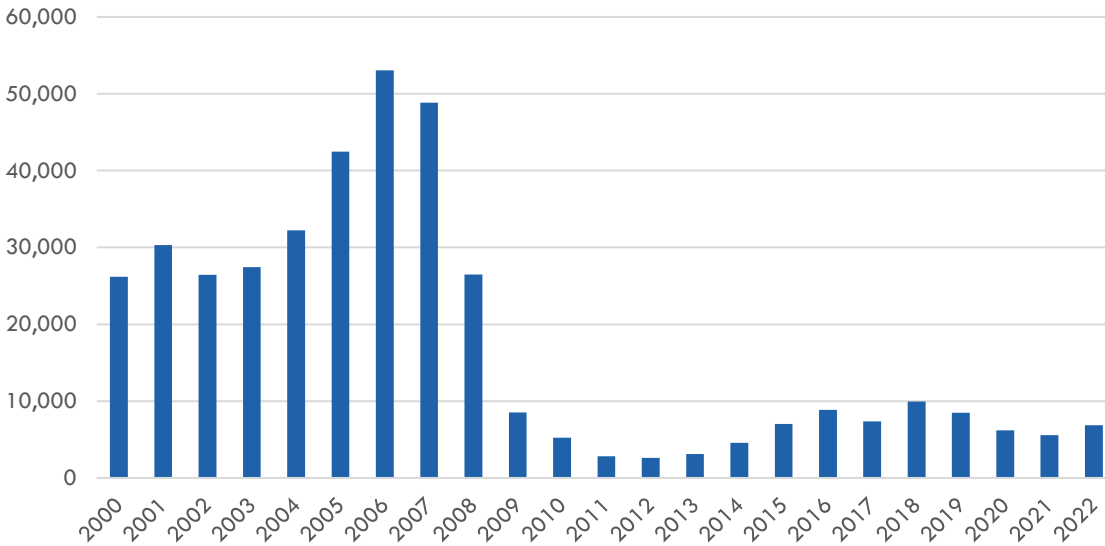
Table 2. New Single Family Homes Built, Top Ten Counties, 2022

County	Single Family Homes Built
Polk	9,235
Lee	7,432
Pasco	7,019
Hillsborough	6,638
Osceola	5,778
St. Johns	5,638
St. Lucie	5,461
Duval	5,338
Manatee	4,930
Marion	4,799

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 2 for single family construction in all counties.

New condominium construction was much more modest and heavily geographically concentrated. The state built 6,855 condominium units in 2022, similar to annual production over the past 15 years but well below 2000-2008 production levels.

Figure 2. Condominiums by Year Built, Florida, 2000-2022



Source: Florida Department of Revenue, Name-Address-Legal File

Sixty percent of units built in 2022 (4,091) were located in Miami-Dade County. No other county added more than a few hundred new units.

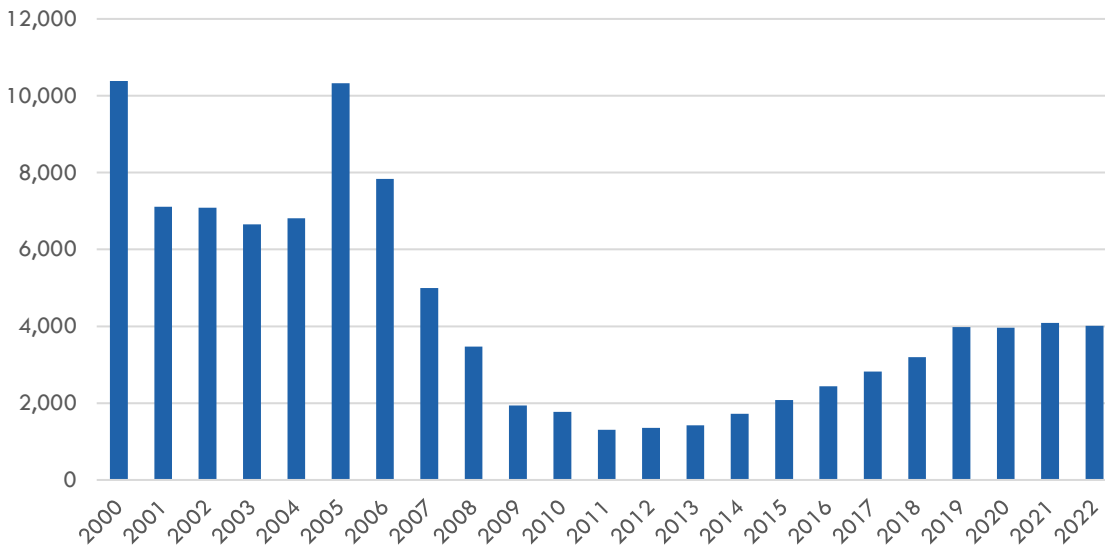
Table 3. New Condominium Units Built, Top Ten Counties, 2022

County	Condominium Units Built
Miami-Dade	4,091
Collier	654
Sarasota	293
Charlotte	292
Lee	176
Broward	156
Brevard	151
Pinellas	143
Monroe	124
Manatee	122

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 2 for condominium construction in all counties.

Mobile homes continued to provide an affordable alternative to stick-built single family homes. The state added 4,013 mobile homes on individual parcels in 2022; this does not include homes in mobile home parks. This level of production was well above levels in the 2010s decade but below 2000s-era production.

Figure 3. Mobile Homes by Year Added, Florida, 2000-2022



Source: Florida Department of Revenue, Name-Address-Legal File. Includes mobile homes on individual parcels. Does not include units in mobile home parks.

Mobile home production was scattered throughout the state. Most units were added in mid-sized or rural counties.

Table 4. New Mobile Homes Added, Top Ten Counties, 2022

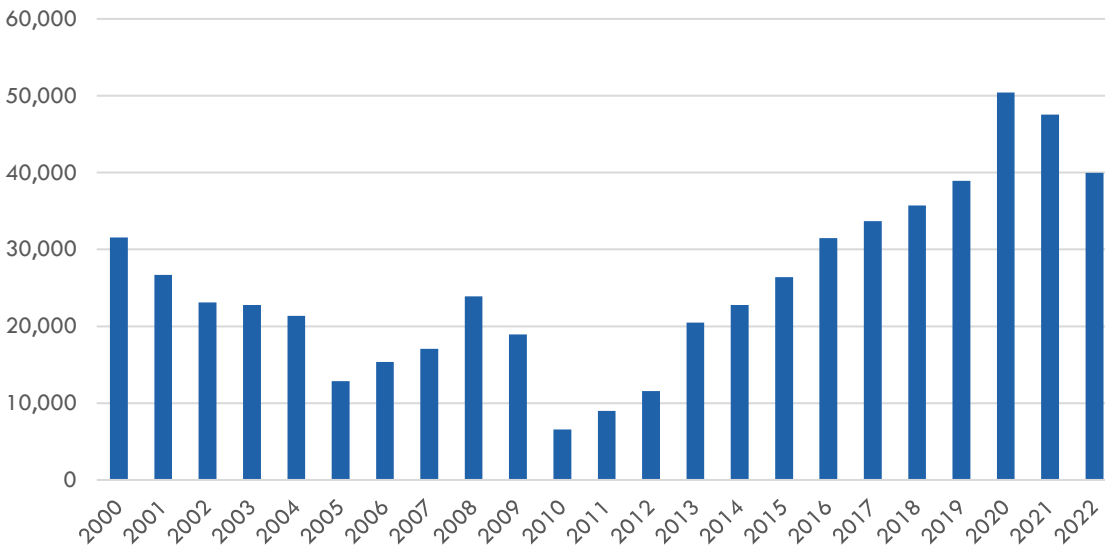
County	Mobile Homes Built
Bay County	236
Polk County	200
Marion County	178
Pasco County	177
Walton County	148
Citrus County	145
Santa Rosa County	133
Levy County	122
Clay County	118
Suwannee County	116

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 2 for mobile homes added in all counties.

Florida added 274 multifamily rental developments with 39,966 housing units in 2022.¹ The state has been adding multifamily units at a rapid pace over the last five years compared to earlier in the 2000s and 2010s.

¹ This accounts for developments with 10 or more housing units. The state also added 843 smaller developments, mostly duplexes, for an additional 1,698 units. See Appendix 2 for production by county.

Figure 4. Multifamily Units by Year Built, Florida, 2000-2022



Source: Florida Department of Revenue, Name-Address-Legal File. Includes units in multifamily developments with 10 or more units.

Multifamily development was concentrated in Florida’s large urban counties and in fast-growing mid-sized counties including Bay, Polk, and Lee.

Table 5. New Multifamily Units Built, Top Ten Counties, 2022

County	Multifamily Units Built
Orange County	6,567
Hillsborough County	6,349
Miami-Dade County	4,884
Broward County	3,099
Duval County	2,590
Bay County	2,117
Palm Beach County	1,774
Pinellas County	1,623
Polk County	1,366
Lee County	1,255

Source: Florida Department of Revenue, Name-Address-Legal File. Includes units in multifamily developments with 10 or more units. See Appendix 2 for multifamily developments and units added in all counties.

ASSISTED HOUSING INVENTORY

The Shimberg Center’s Assisted Housing Inventory tracks affordable rental housing developments with funding from Florida Housing Finance Corporation, U.S. Department of Housing and Urban Development (HUD), USDA Rural Development, and local housing finance authorities. Florida’s assisted housing stock currently consists of 3,047 developments with 306,400 affordable units—10 percent of Florida’s rental housing supply.

In 2022 and 2023, Florida added 107 assisted rental developments with 12,715 total units to the development pipeline. All of these developments were funded by Florida Housing Finance Corporation.

Table 6 shows the characteristics of the new and forthcoming affordable housing developments. It shows that one-third of new assisted housing units are in developments targeting special populations, including elders, homeless individuals and families, persons with disabilities, and farmworkers. Most units (71 percent) are one or two bedroom apartments, and most (59 percent) target households up to 60 percent of area median income (AMI).

Table 6. Characteristics of New Assisted Housing Developments, Florida, 2022-2023

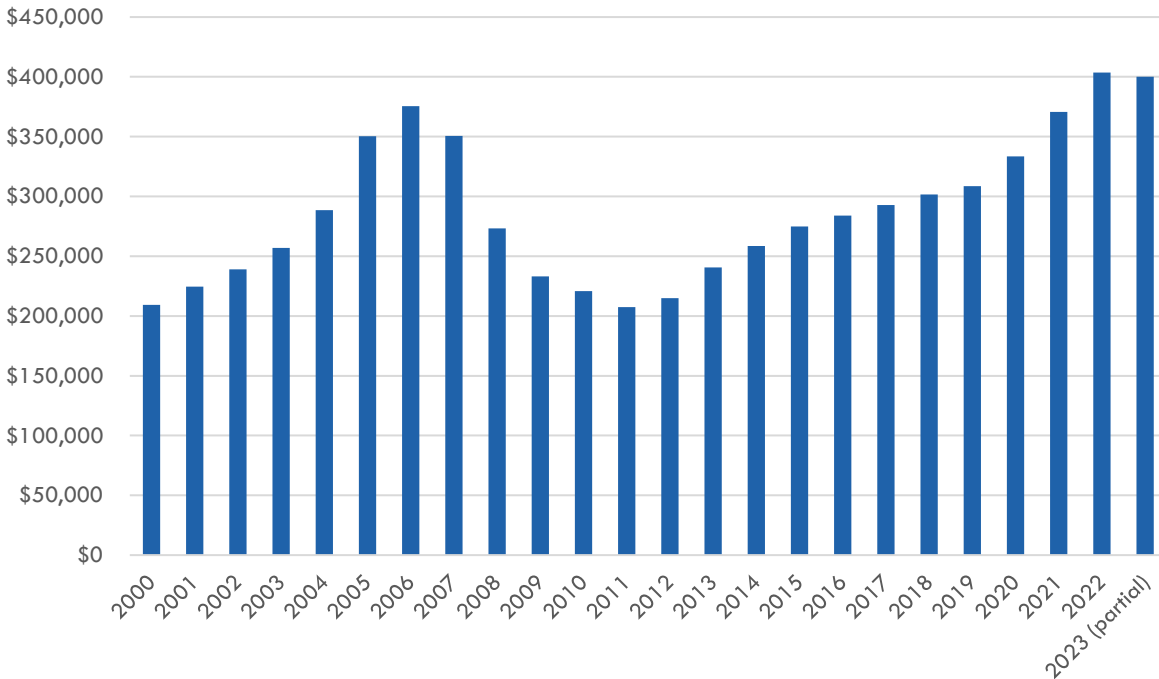
		Developments	Units	% of Units
Total Developments 2022-2023		107	12,715	-
County Size	Large	56	7,812	61%
	Medium	40	4,490	35%
	Small	11	413	3%
Target Population	Family; Link	32	4,074	32%
	Family	32	4,297	34%
	Elderly; Family; Link	19	1,861	15%
	Elderly	11	1,478	12%
	Homeless; Persons with Disabilities	7	410	3%
	Homeless	2	145	1%
	Homeless; Link	1	60	0%
	Elderly; Family	1	298	2%
	Farmworker	1	20	0%
	Family; Homeless; Link; Persons with Disabilities	1	72	1%
Unit Size	0 BR	-	344	3%
	1 BR	-	4,407	35%
	2 BR	-	4,520	36%
	3 BR	-	1,392	11%
	4 or more BR	-	76	0.6%
	Not Avail.	-	1,976	16%
Income & Rent Limits	<=35% AMI	-	1,172	9%
	40-50% AMI	-	1,131	9%
	55-60% AMI	-	7,546	59%
	65-80% AMI	-	1,772	14%
	Not Avail.	-	1,094	9%

Source: Shimberg Center for Housing Studies, Assisted Housing Inventory. "Link" in Target Population refers to Florida Housing Finance Corporation's Link program, under which developers provide a portion of housing units to special needs households referred by community-based supportive service providers. Percentages may not total exactly 100% due to rounding.

HOME SALES

Florida's housing markets have returned to their mid-2000s strength. The statewide median single family home price reached \$400,000 in the first half of 2023. This exceeded the previous inflation-adjusted peak of \$376,000 from 2006 (all prices in 2023 dollars).

Figure 5. Median Single Family Home Sale Price (2023 \$), Florida, 2000-2023



Source: Florida Department of Revenue, Sales Data File. Median prices converted to 2023 dollars using the Consumer Price Index to adjust for inflation.

The sale price growth extended throughout the state. All but six counties surpassed their mid-2000s peak price in 2022 or 2023. Median home prices in the first half of 2023 ranged from the upper \$100,000s in rural North Florida counties to over \$750,000 in coastal counties with strong luxury and second home markets.

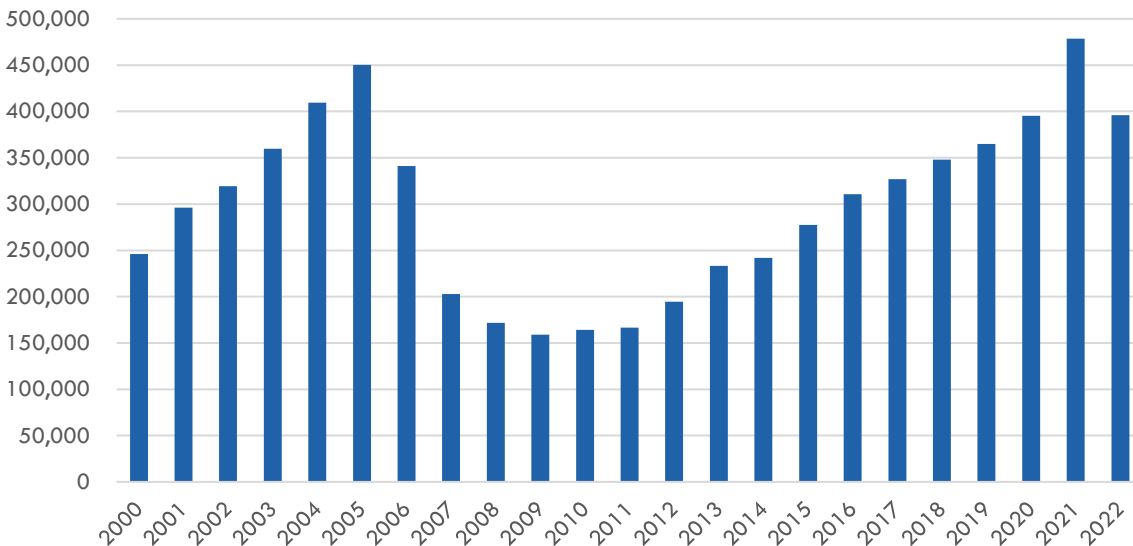
Figure 7. Florida Counties by Median Single Family Home Price, Q1-2 2023

<u>\$150,000-199,999</u>	<u>\$200,000-249,999</u>	<u>\$250,000-299,999</u>	<u>\$300,000-349,999</u>
Calhoun	Bradford	Baker	Alachua
Dixie	Columbia	Citrus	Bay
Hamilton	Gadsden	DeSoto	Clay
Holmes	Hardee	Duval	Hernando
Jackson	Highlands	Escambia	Pasco
Lafayette	Putnam	Gilchrist	Polk
Liberty	Suwannee	Glades	Volusia
Madison	Taylor	Hendry	Wakulla
	Washington	Jefferson	
		Leon	
		Levy	
		Marion	
		Okeechobee	
		Union	
<u>\$350,000-399,999</u>	<u>\$400,000-499,999</u>	<u>\$500,000-749,999</u>	<u>\$750,000-1,000,000+</u>
Brevard	Franklin	Broward	Collier
Charlotte	Gulf	Manatee	Monroe
Flagler	Lee	Martin	Walton
Hillsborough	Nassau	Miami-Dade	
Indian River	Orange	Palm Beach	
Lake	Osceola	St. Johns	
Okaloosa	Pinellas		
Santa Rosa	Sarasota		
St. Lucie	Seminole		
Sumter			

Source: Florida Department of Revenue, Sales Data File

The volume of single family sales has also been strong. There were 396,011 single family home sales in 2022, down from a peak of 478,574 sales in 2021 but similar to average annual sales volume in the early boom years of 2003-2004.

Figure 8. Number of Single Family Home Sales, Florida, 2000-2022



Source: Florida Department of Revenue, Sales Data File

Hillsborough County had the most active single family market in the state, with over 25,000 sales in 2022. As Table 7 shows, sales were highest in Florida’s populous urban counties, but growing mid-sized counties (Lee, Polk, Pasco, and Brevard) also saw strong home sales.

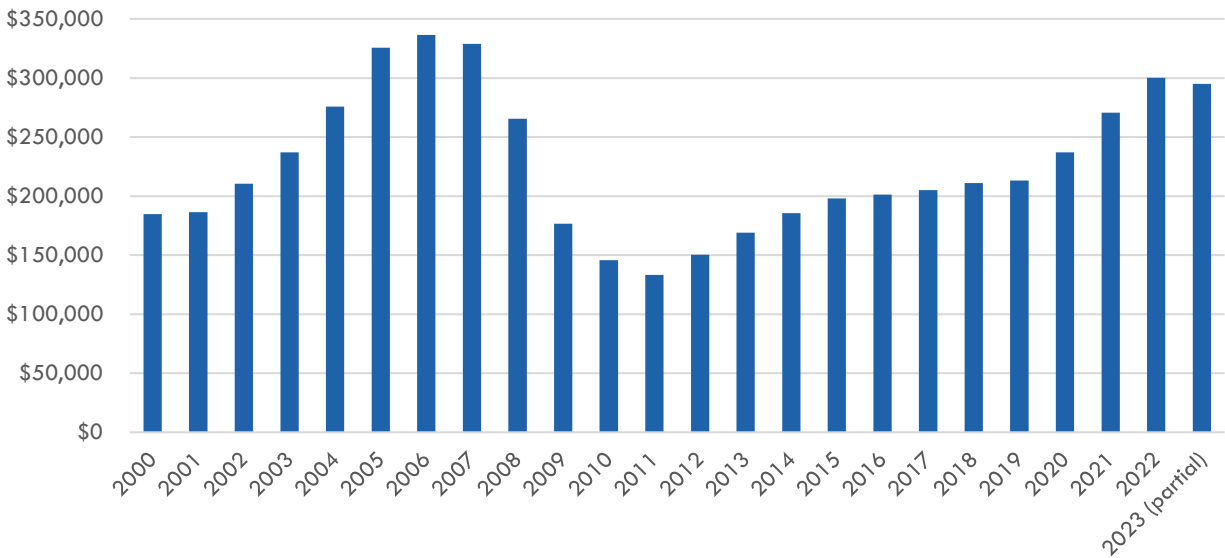
Table 7. Number of Single Family Home Sales, Top Ten Counties, 2022

County	Single Family Sales
Hillsborough	25,403
Broward	21,258
Lee	21,010
Polk	20,853
Duval	20,507
Orange	19,293
Pasco	17,762
Palm Beach	17,440
Miami-Dade	15,438
Brevard	14,008

Source: Florida Department of Revenue, Sales Data File. See Appendix 3 for sales in all counties.

The condominium market was also strong. The state’s median condominium sales price was \$295,000 in the first half of 2023, below 2005-2007 levels but well above 2002-2004 and 2009-2020 prices.

Figure 9. Median Condominium Sale Price (2023 \$), Florida, 2000-2023

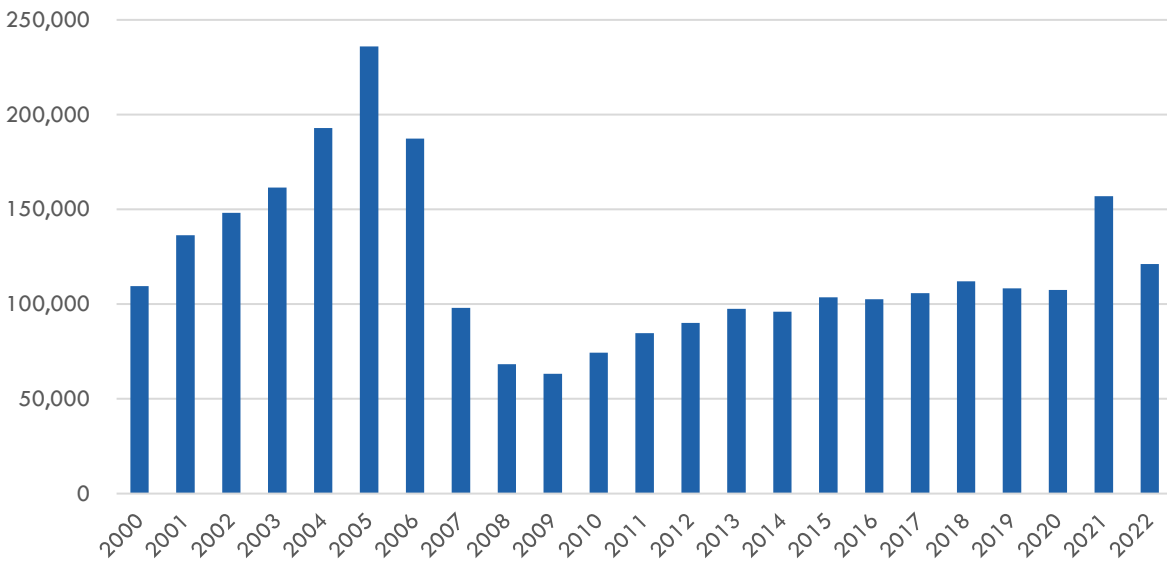


Source: Florida Department of Revenue, Sales Data File. Median prices converted to 2023 dollars using the Consumer Price Index to adjust for inflation.

Q1-2 2023 median condominium prices were far higher in coastal counties with active luxury vacation and second home markets, including Monroe (median condominium price \$855,000), Gulf (\$682,500), Walton (\$630,000), Nassau (\$623,000), and Okaloosa (\$525,000).

Condominium sales volume still lags behind the heights of the 2004-2006 housing boom. Nevertheless, the market is becoming more active. More condominiums sold in 2021 (156,862 sales) and 2022 (121,068) than any year since 2006.

Figure 10. Number of Condominium Sales, Florida, 2000-2022



Source: Florida Department of Revenue, Sales Data File

Half of the 2022 condominium sales took place in the three South Florida counties: Miami-Dade (28,436), Broward (18,132), and Palm Beach.

Table 8. Number of Condominium Sales, Top Ten Counties, 2022

County	Condominium Sales
Miami-Dade	28,436
Broward	18,132
Palm Beach	13,978
Pinellas	7,497
Lee	6,367
Collier	6,141
Orange	4,008
Sarasota	3,752
Hillsborough	3,145
Manatee	2,879

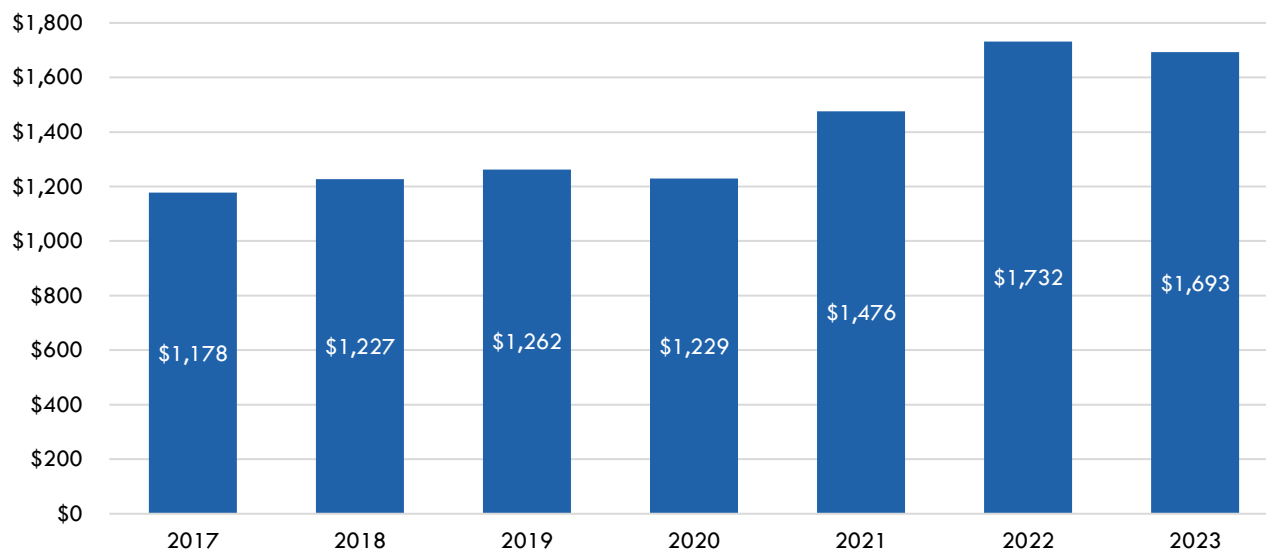
Source: Florida Department of Revenue, Sales Data File. See Appendix 3 for sales in all counties.

RENTAL MARKETS

After several years of stability, Florida rents increased steeply between 2020 and 2022, then held steady at these higher levels in 2023.

Apartment List estimates that median gross rents for housing seekers in Florida increased 41 percent over the two year period between July 2020 and July 2022. Median rent for housing seekers was \$1,693 in July 2023, a two percent drop from the 2022 median of \$1,732 but still well above 2017-2021 levels.

Figure 11. Apartment List Median Rent Estimates, Florida, 2017-2023



Source: Apartment List, Rent Estimates, <https://www.apartmentlist.com/research/category/data-rent-estimates>. Estimate of median gross rent for new leases, including utilities. All rent estimates refer to July estimates for a given year.

Apartment List also provides median rent estimates for 26 of Florida’s 67 counties. Among these counties, Southeast and Southwest Florida counties topped the list for highest rents in July 2023.

Table 9. Median Rent, Top Five Counties, July 2023

County	Median Rent	Increase since July 2020
Palm Beach	\$2,144	42%
Collier	\$2,103	56%
Miami-Dade	\$2,014	42%
Broward	\$2,008	40%
Sarasota	\$1,893	42%

Source: Apartment List, Rent Estimates, <https://www.apartmentlist.com/research/category/data-rent-estimates>. Estimate of median gross rent for new leases, including utilities.

AFFORDABLE HOUSING NEEDS: RENTERS AND SPECIAL POPULATIONS

With these strong markets and rising prices and rents, Florida continues to have an affordable housing gap. The Center produces a triennial Rental Market Study for Florida Housing Finance Corporation assessing affordable rental housing needs by county and demographic group. The last study, published in 2022, estimated that there were 768,460 renter households in Florida who were low-income (with incomes below 60 percent of the area median income, or AMI) and cost burdened (paying more than 40 percent of income for housing).

Using the most recently available data, we estimate that there are now 862,465 low-income, cost burdened renters in Florida. Sixty percent of these households live in Florida’s seven large counties (population 825,000 or more); 37 percent live in medium-sized counties (population 100,001-824,999); and three percent live in small counties (population 100,000 or less).

Table 10. Low-Income ($\leq 60\%$ AMI), Cost Burdened ($>40\%$) Renter Households by County in Florida, 2023

	All Renter Households	Low-Income ($\leq 60\%$ AMI), Cost Burdened ($>40\%$) Renters	Low-Income/ Cost Burdened Renters as % of All Renters in the County	Low-Income/ Cost Burdened Renters as % of State Total
Large				
Broward	296,815	94,812	32%	10.99%
Duval	177,925	51,030	29%	5.92%
Hillsborough	230,005	61,448	27%	7.12%
Miami-Dade	480,962	137,427	29%	15.93%
Orange	236,126	69,821	30%	8.10%
Palm Beach	200,656	60,858	30%	7.06%
Pinellas	150,217	43,928	29%	5.09%
Large Total	1,772,706	519,324	29%	60.21%
Medium				
Alachua	28,738	8,971	31%	1.04%
Bay	23,950	6,086	25%	0.71%

	All Renter Households	Low-Income (<=60% AMI), Cost Burdened (>40%) Renters	Low-Income/ Cost Burdened Renters as % of All Renters in the County	Low-Income/ Cost Burdened Renters as % of State Total
Brevard	71,958	23,415	33%	2.71%
Charlotte	17,659	3,785	21%	0.44%
Citrus	13,233	4,138	31%	0.48%
Clay	22,151	4,919	22%	0.57%
Collier	42,571	14,638	34%	1.70%
Escambia	46,045	14,569	32%	1.69%
Flagler	12,138	3,549	29%	0.41%
Hernando	17,194	3,363	20%	0.39%
Highlands	11,141	3,084	28%	0.36%
Indian River	17,464	5,180	30%	0.60%
Lake	43,477	10,784	25%	1.25%
Lee	94,488	23,677	25%	2.75%
Leon	34,772	10,046	29%	1.16%
Manatee	51,579	15,595	30%	1.81%
Marion	40,592	10,749	26%	1.25%
Martin	16,262	4,475	28%	0.52%
Okaloosa	29,835	5,424	18%	0.63%
Osceola	53,809	17,944	33%	2.08%
Pasco	65,359	19,302	30%	2.24%
Polk	90,484	24,905	28%	2.89%
Santa Rosa	16,103	4,170	26%	0.48%
Sarasota	49,874	14,122	28%	1.64%
Seminole	66,627	18,505	28%	2.15%
St. Johns	23,292	5,748	25%	0.67%
St. Lucie	36,182	14,015	39%	1.62%
Sumter	9,918	2,382	24%	0.28%
Volusia	67,180	17,989	27%	2.09%
Medium Total	1,114,075	315,529	28%	36.58%
Small				
Baker	2,149	503	23%	0.06%
Bradford	2,449	653	27%	0.08%
Calhoun	1,047	323	31%	0.04%
Columbia	7,617	2,032	27%	0.24%
DeSoto	3,378	935	28%	0.11%
Dixie	1,302	347	27%	0.04%

	All Renter Households	Low-Income (<=60% AMI), Cost Burdened (>40%) Renters	Low-Income/ Cost Burdened Renters as % of All Renters in the County	Low-Income/ Cost Burdened Renters as % of State Total
Franklin	1,226	378	31%	0.04%
Gadsden	4,649	1,434	31%	0.17%
Gilchrist	1,057	282	27%	0.03%
Glades	859	268	31%	0.03%
Gulf	1,304	402	31%	0.05%
Hamilton	1,267	318	25%	0.04%
Hardee	2,507	694	28%	0.08%
Hendry	4,036	1,261	31%	0.15%
Holmes	1,674	368	22%	0.04%
Jackson	4,727	1,458	31%	0.17%
Jefferson	1,378	425	31%	0.05%
Lafayette	598	150	25%	0.02%
Levy	3,809	1,016	27%	0.12%
Liberty	603	186	31%	0.02%
Madison	1,846	463	25%	0.05%
Monroe	14,405	4,116	29%	0.48%
Nassau	7,660	1,794	23%	0.21%
Okeechobee	3,910	1,222	31%	0.14%
Putnam	7,376	1,820	25%	0.21%
Suwannee	4,296	1,078	25%	0.12%
Taylor	1,981	497	25%	0.06%
Union	1,315	351	27%	0.04%
Wakulla	2,480	765	31%	0.09%
Walton	7,437	1,634	22%	0.19%
Washington	1,998	439	22%	0.05%
Small Total	102,340	27,612	27%	3.20%
State Total	2,989,121	862,465	29%	100.00%

Source: Shimberg Center analysis of U.S. Census Bureau, 2022 American Community Survey; University of Florida Bureau of Economic and Business Research, 2023 Population Projections

Elderly Households

Older households make up an increasing share of Florida’s renters in need. Forty percent of low-income, cost burdened renter households are headed by someone age 55 or older—nearly 347,000 households in all. In Pasco/Pinellas Counties and a Southwest region stretching from Sarasota County to Collier County, older households make up half of the cost-burdened renters.

Table 11. Low-Income ($\leq 60\%$ AMI), Cost Burdened ($>40\%$) Renter Households by Age of Householder and Region, Florida, 2023

Planning and Service Area	Age of Householder								Total
	15-54	% 15-54	55-74	% 55-74	75-84	% 75-84	85 or Older	% 85 or Older	
1) Escambia, Okaloosa, Santa Rosa	15,641	64%	6,661	27%	1,301	5%	981	4%	24,584
2) Bay, Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Holmes, Leon, Liberty, Wakulla, Walton, Washington	16,672	71%	5,431	23%	1,083	5%	(X)	(X)	23,612
3) Alachua, Bradford, Citrus, Columbia, Dixie, Gilchrist, Hamilton, Hernando, Lafayette, Lake, Levy, Madison, Marion, Sumter, Suwannee, Taylor, Union	26,468	56%	14,218	30%	4,737	10%	1,654	4%	47,077
4) Baker, Clay, Duval, Flagler, Nassau, Putnam, St. Johns, Volusia	53,715	61%	25,309	29%	6,224	7%	2,338	3%	87,586
5) Pasco, Pinellas	31,950	50%	20,959	33%	6,498	10%	3,865	6%	63,272
6) Desoto, Hardee, Hillsborough, Highlands (part), Manatee, Polk	66,240	64%	27,370	26%	6,627	6%	3,371	3%	103,608
7) Brevard, Orange, Osceola, Seminole	88,792	68%	28,399	22%	9,735	8%	2,719	2%	129,645
8) Charlotte, Collier, Glades, Hendry, Highlands (part), Lee, Okeechobee, Sarasota	31,125	50%	17,740	29%	8,167	13%	5,176	8%	62,208
9) Indian River, Martin, Palm Beach, St. Lucie	44,267	53%	24,618	29%	9,411	11%	5,910	7%	84,206
10) Broward	60,458	64%	24,530	26%	6,733	7%	3,090	3%	94,811
11) Miami, Monroe	79,513	56%	44,936	32%	12,262	9%	4,833	3%	141,544
State Total	514,841	60%	240,171	28%	72,778	8%	33,937	4%	862,153

Source: Shimberg Center analysis of U.S. Census Bureau, 2022 American Community Survey; University of Florida Bureau of Economic and Business Research, 2023 Population Projections. Regions are modified from Florida Department of Elder Affairs Planning and Service Areas.

Persons with Disabilities

Nearly one-third of the state’s cost burdened, low income renter households include at least one person with a disability—an estimated 272,862 households in all. In most of these households, the individuals with disabilities are adults, particularly in age 55+ households. However, 32,437 of the cost burdened renter households include children with disabilities.

Table 13. Low-Income, Cost Burdened Renter Households with Persons with Disabilities, Florida, 2023

Household Age & Disability Characteristics	Households
Householder Under Age 55, Adult(s) with a Disability in the Household	80,581
Householder Age 55 or Older, Adult(s) with a Disability in the Household	159,844
Child(ren) with a Disability in the Household	22,223
Child(ren) and Adult(s) with Disabilities in the Household	10,214
Total	272,862

Source: Shimberg Center analysis of U.S. Census Bureau, 2022 American Community Survey; University of Florida Bureau of Economic and Business Research, 2023 Population Projections.

Persons with Special Needs

Florida’s special needs housing programs serve a subset of persons with disabilities as well as other vulnerable individuals and families. Specifically, for the purpose of housing programs, Florida Statutes defines a person with special needs as:

An adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. [409.1451\(5\)](#); a survivor of domestic violence as defined in s. [741.28](#); or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans’ disability benefits. (Section 420.0004 (13), Florida Statutes)

Combining several data sources, we estimate that 100,225 households meet this definition, primarily low-income, cost burdened renters receiving disability-related benefits.

Table 13. Estimates of Households with Persons with Special Needs, Florida, 2023

Category	Definition	Estimate	Data Sources
Disability-related benefits	Low-income ($\leq 60\%$ AMI), cost burdened ($>40\%$) renter households with at least one household member who is: 1) age 18-64, with a disability, receiving Social Security; 2) age 18+, with a disability, receiving SSI; 3) age 18+ with a VA service-related disability rating of 10 percent or more	91,181	U.S. Census Bureau, 2019 American Community Survey Public Use Microdata Sample; 2021 BEBR population projections.
Survivors of domestic violence	Estimated number of households based on total number of persons using domestic violence emergency shelters	6,576	Florida Department of Children and Families, Domestic Violence Annual Report, 7/1/2021-6/30/2022. Assumes each adult entrant equals one household.
Youth aging out of foster care	Estimate based on youth receiving Aftercare, Extended Foster Care, and Postsecondary Education Services	2,468	Estimated need for affordable housing (1,742 units) and supportive housing (625 units) from Florida Assessment of Housing for Special Needs and Homeless Populations 2021. ²
Total			100,225

Affordable and Available Rental Housing Supply

Another measure of the affordable rental housing gap is the affordable/available analysis, which compares the number of renter households at various income levels to the supply of units that are affordable and available to them. An affordable and available unit at a particular income threshold is: 1) affordable at that income threshold and 2) either vacant or occupied by a household with an income at or below the threshold.

An “affordable” unit is any market rate, subsidized, or public housing unit costing no more than 30 percent of income at the top of the income threshold expressed as a percentage of area median income (AMI), adjusted for unit size.³ Many “affordable” units are effectively unavailable to low-income households because they are already occupied by higher income households. The affordable/available analysis accounts for this difference by removing units that are occupied by higher income households from unit counts.

This analysis compares the statewide affordable/available housing supply to renter households for six income groups: 0-30, 0-40, 0-50, 0-60, 0-80, and 0-120 percent of AMI. Each category is inclusive of those that come before it. For example, all households and units in the 0-30 percent of AMI group also appear in all of the other groups.

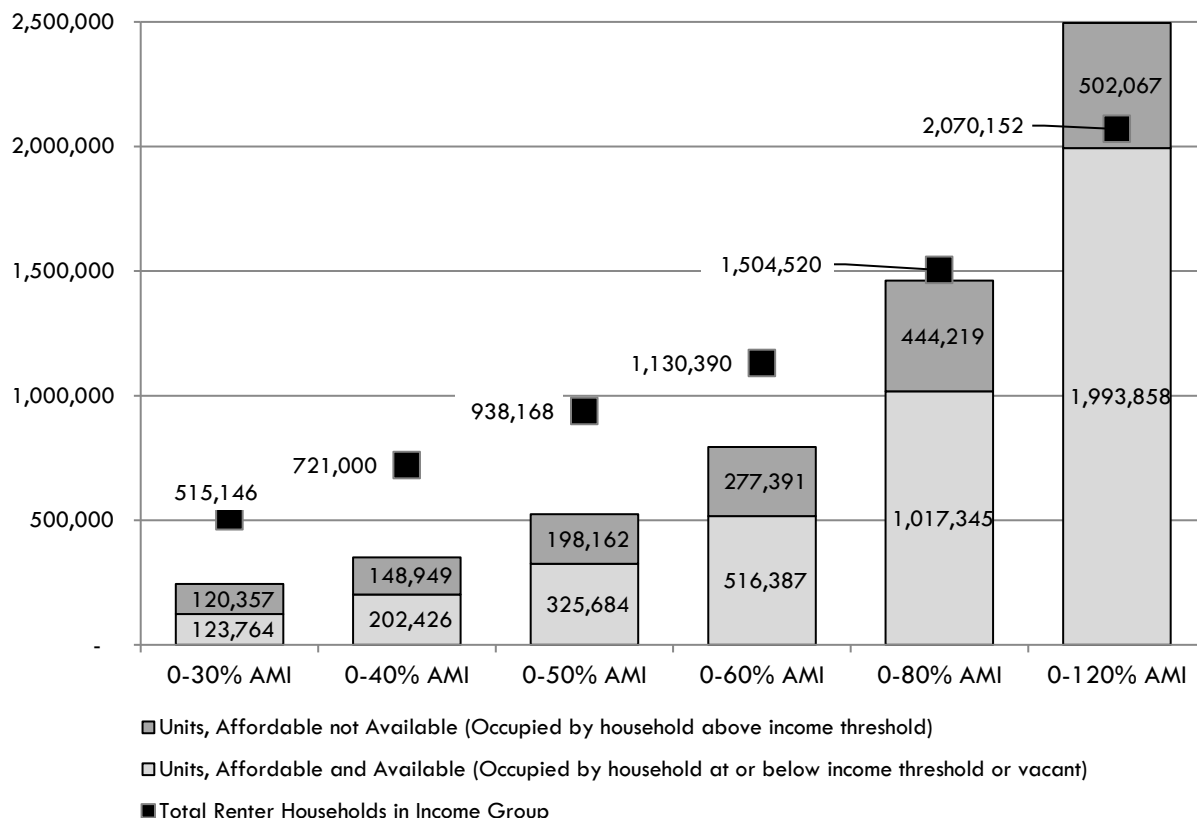
Figure 12 shows the distinction between affordable units and affordable/available units. All units in each column have rents that do not exceed 30 percent of income for a household at the top of the income group,

² Report available at https://floridahousing.org/docs/default-source/programs/special-programs/special-needs-housing/florida-assessment-of-housing-for-homeless-and-special-needs-populations/needs-assessment-full-report.pdf?sfvrsn=b09bf67b_2.

³ For more information about the affordable/available method and affordability thresholds, see the *2022 Rental Market Study* produced by the Shimberg Center for Florida Housing Finance Corporation, http://shimberg.ufl.edu/publications/RMS_2022.pdf.

adjusted by unit size. However, the units in the darker shaded areas are occupied by households with incomes above the top threshold and therefore are not available to the households in that income category.

Figure 12. Affordable Units, Affordable/Available Units, and Renter Households by Income, Florida, 2022



Source: Shimberg Center tabulation of U.S. Census Bureau, 2022 American Community Survey

Figure 12 shows that for the 0-30 through 0-60 percent of AMI levels, there are more renter households than affordable units, whether available or not. At the 0-80 percent of AMI level, affordable units and renters are roughly in balance. However, there is still a shortage of affordable and available units, since nearly one-third of affordable units are rented by households with higher incomes. At the 0-120 percent of AMI level, there are sufficient affordable units, but the number of affordable and available units is slightly lower than the number of renter households.

Individual regions in Florida show widely varying results when comparing households to affordable and available units, particularly at the 0-120 percent of AMI income level. Appendix 4 shows the surplus or deficit of affordable/available units at the regional level. Most of the deficit at 0-120 percent AMI is concentrated in Miami-Dade, Broward, and Palm Beach Counties; other regions show a surplus or slight deficit at this AMI level.

SHIMBERG CENTER ACTIVITIES

Florida Housing Data Clearinghouse

The Shimberg Center produces the [Florida Housing Data Clearinghouse](#) under contract with Florida Housing Finance Corporation. Since 2000, the Clearinghouse has provided a free online source of housing supply and demand data for the state, counties, and cities.

The Clearinghouse provides data on the following topics:

- **Affordability:** housing cost burden, homeownership rates, rents, affordable rental housing supply gaps, and vacancy and occupancy rates
- **Supply:** Type of housing (single family, mobile homes, condominiums, multifamily), housing age and size, home prices and assessed values, and licensed condominium developments and mobile home parks
- **Demographics:** population projections, household projections by tenure, age, income, and cost burden
- **Workforce:** Employment rates, wage and housing cost comparisons by industry and occupation
- **Assisted Housing Inventory:** supply of affordable rental housing funded by Florida Housing, HUD, USDA Rural Development, and local housing finance agencies
- **Home lending:** mortgage originations by purpose, race/ethnicity, and interest rates
- **Special needs households:** housing needs of persons with disabilities, Social Security recipients, homeless individuals and families, and farmworkers
- **Housing stability and disaster response:** eviction and foreclosure filings, FEMA housing assistance

The Center created a series of county-level presentation materials to assist local government officials and others in communicating data from the Clearinghouse, with a particular focus on the link between local wages, area median income (AMI) levels, and housing costs. These materials are available on the Publications page of the [Shimberg Center's website](#).

The Center provided extensive technical assistance in the use of the Clearinghouse site and custom data requests and reports. Examples included creating a data report on housing needs of ALICE (Asset Limited, Income Constrained, Employed) households in Broward County for a United Way conference and guidebook; providing maps and data on farmworker housing needs in Southwest Florida to USDA staff planning for Hurricane Ian recovery; providing data and materials on the workforce and housing supply to the Florida Council of 100; and providing data and technical support to the Tampa planning staff for the city's ongoing housing needs assessment.

Community Resilience and Disaster Response

The Shimberg Center works closely with state agencies, local governments, UF's Florida Institute for Built Environment Resiliency (FIBER), and our peers at other Gulf Coast and national institutions to learn how Florida's vulnerable populations and housing stock can be kept safe from natural disasters.

In the aftermath of Hurricane Ian, the Shimberg Center provided housing data to HUD and USDA staff assigned to the interagency Federal Disaster Recovery Center in Southwest Florida. Shimberg Research Professor Maria Watson served on the Working Group of the Florida Disaster Housing Task Force convened by the Florida Department of Emergency Management and Florida Housing Coalition. Dr. Watson is continuing to collaborate with Oregon State University to track housing and business recovery from Hurricane Ian.

The Center works with Regional Planning Councils to improve disaster recovery and housing resilience. The Center updated data and mapping tools developed as part of the Tampa Bay Regional Planning Council's

REACH (Resilience and Energy Assessment of Housing and Communities) initiative. We also expanded an affordable housing analysis developed for the East Central Florida Regional Planning Council's HARP (Housing Asset and Resilient Policy) initiative, funded by a resilience grant from the Florida Department of Environmental Protection (FDEP). Both projects involved multi-county assessments of flood hazard exposure for the affordable housing stock, including assisted housing, naturally occurring affordable housing, and mobile homes. The Center is currently working with the Apalachee Regional Planning Council and the Data Center (Southeast Louisiana) to develop new data-sharing tools for long-term disaster recovery and resilience, under a grant from the National Academies of Sciences, Engineering and Medicine (NASEM) Gulf Research Program (GRP). Calhoun and Liberty Counties are serving as pilot areas for the data platform.

At the local level, the Shimberg Center is collaborating with FIBER to analyze flood hazards in Cedar Key and Port St. Joe, with funding from FDEP. The Center and FIBER are developing vulnerability assessments and flood hazard adaptation strategies for community assets, including affordable housing and other residential properties. The assessments rely on building footprint data and multiple flood hazard datasets over three time periods (2022, 2040, and 2070). The projects have also included stakeholder and public outreach.

On the research side, the Shimberg Center, University of Central Florida, the Horne consulting firm, and Florida Housing Coalition were selected by HUD to evaluate the effectiveness of the Community Development Block Grant – Disaster Recovery (CDBG-DR) program in addressing post-disaster recovery needs of renter households. Our research objectives are to (1) better understand CDBG-DR allocations for renters, (2) identify successful processes with corresponding outcomes for rental housing recovery aid programs, (3) engage with and link disaster recovery strategies and programs to actual and desired outcomes among renters from their lived experiences, and (4) translate this research into actionable programmatic recommendations with appropriate timelines, policy making and implementation changes. The Shimberg Center is taking primary responsibility for interviewing renters affected by disasters and documenting their experiences with CDBG-DR and other recovery programs.

Promoting Housing Stability and Affordability

The Shimberg Center works with local organizations to promote long-term housing stability for Florida's homeowners and renters. The Center collects and shares monthly data on eviction and foreclosure filings in Florida communities. We participate in regional eviction prevention networks in the Orlando area and Miami-Dade County and provide summarized data on housing stability to researchers and legal services providers.

The Center is also collaborating with Local Initiatives Support Corporation (LISC) Jacksonville in its Family Wealth Creation initiative, which seeks to preserve housing wealth in historically Black neighborhoods in Jacksonville. The Center is providing data on homeownership, home values, tax foreclosure sales, and potential heirs property sites to support LISC's efforts.

In 2023 the Center produced a Miami-Dade County Housing Needs Assessment on behalf of Miami Homes for All. The report shows that most Miami-Dade households with incomes below \$75,000 per year spend more than 30 percent of income for housing costs, including 90 percent of renters with incomes below \$50,000. The report found a gap of approximately 90,000 affordable and available units for renters with incomes below 80 percent of AMI. The assessment includes data on tenure, income, and housing cost burden for municipalities, the unincorporated area, and County Commission districts in Miami-Dade County.

The Center also is collaborating with Bright Community Trust and a number of community organizations on the Homeownership Equity Initiative, a program to make homeownership accessible and inclusive for households in the four-county Orlando metropolitan area. The Center has provided data on homeownership disparities and the benefits of homeownership for families and communities.

General Technical Assistance and Presentations

Under the Florida Housing Data Clearinghouse contract, the Shimberg Center provides extensive pro bono technical assistance to state and local agencies, the housing industry, non-profit organizations, and the public in the assessment of affordable housing needs. Examples of technical assistance during 2023 include:

- Assisting local government staff in Alachua, Brevard, and Orange Counties and the Cities of Winter Springs, Jupiter, Tampa, Gainesville, Apopka and Key West in preparing affordable housing assessments and plans.
- Providing data to support affordable development and philanthropic contributions by non-profits operating in Jacksonville, Deltona, Collier County, Port St. Joe, and Broward County.
- Providing data on condominium developments and affordable/available rental housing to Florida legislative staff and research offices.

The Shimberg Center team made a number of public presentations in Florida and nationally in 2023:

- University of Florida Eyeopener Breakfast, Gainesville, February 2023
- Bright Communities Trust Homeownership Equity Initiative Kickoff, Orlando, February 2023
- Stakeholder Workshops for East Central Florida Regional Planning Council Housing Assets and Resilient Policy Phase II, Virtual, February - May 2023
- School of Landscape Architecture and Planning (SLA+P) Research Seminar Series, Gainesville, FL, February 2023
- Development of a resilience evaluation method of localities through operational continuity of hospitals as indicators, Virtual, March 2023
- Brevard County Affordable Housing Summit, Cocoa, May 2023
- Pinellas Historic Preservation Summit + Expo, St. Petersburg, May 2023
- Florida Bar Foundation Housing Umbrella Group, Gainesville, June 2023
- Hurricane Ian Data Workshop, Washington, DC, June 2023
- Gainesville Alachua County Association of Realtors, Gainesville, August 2023
- Big Bend Area ALICE Conference, Tallahassee, October 2023
- Association of Collegiate Schools of Planning, Chicago, October 2023
- National Association of Counties Rural Housing Project, Chicago and virtual, November 2023
- Tampa Bay Partnership, Tampa and virtual, December 2023

Teaching

Shimberg Center faculty offered courses in housing, sustainability, and the built environment in conjunction with the College of Design, Construction, and Planning:

- Construction Management 6583, Sustainable Housing: graduate course examining sustainability concepts, urban development, residential structures and systems, green building standards, and housing economics
- UF Quest 2935, Foundations, Principles and Applications of Sustainable Development: undergraduate interdisciplinary course covering sustainability concepts, environmental ethics, resilience, energy, water resources, and the built environment
- DCP GulfSouth Studio (Architecture/Landscape Architecture/Urban Planning): undergraduate and graduate studio course addressing urban design, environment, and recovery in Cape Coral following Hurricane Ian. Sponsored by the National Academies of Science Gulf Research Program.

The Center is also working with Florida Sea Grant to develop students' leadership in resiliency science, planning, and design. "Capacity Building for Florida Sea Grant: Promoting Coastal Resilience, Adaptation, and Equity in Florida" is a grant to advance education, information, and professional development over the

2022-2023 and 2023-2024 academic years. The grant ultimately will fund a two-year graduate assistantship, 4-6 undergraduate terminal projects, and two design studio courses on these issues. In the first year, the grant funded undergraduate capstone research projects for two students.

APPENDIX 1. COUNTY HOUSING SUPPLY, 2023

County	Single Family		Condominium		Mobile Home		Multifamily 2-9 Unit			Multifamily 10+ Unit	
	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Dwelling Units	Parcels	Dwelling Units
Alachua	62,936	73%	7,186	23%	5,595	63%	1,608	5%	5,238	357	26,510
Baker	4,963	75%	0	0%	2,448	67%	55	2%	128	4	115
Bay	60,398	59%	19,326	9%	8,530	47%	1,965	17%	5,449	130	12,239
Bradford	5,924	73%	21	67%	2,640	63%	26	23%	61	14	-
Brevard	202,176	72%	35,915	37%	11,254	54%	2,982	23%	7,951	281	27,347
Broward	389,023	77%	253,262	42%	4,136	45%	16,461	16%	48,813	1,621	122,592
Calhoun	2,609	69%	0	0%	1,184	66%	13	23%	40	2	-
Charlotte	80,472	66%	14,441	36%	5,526	41%	1,483	15%	3,461	82	2,613
Citrus	58,137	73%	1,612	37%	15,688	54%	553	10%	1,588	43	1,385
Clay	65,360	75%	2,397	37%	9,487	61%	287	8%	1,003	55	6,043
Collier	104,693	66%	100,635	32%	3,517	37%	1,949	16%	6,118	119	13,849
Columbia	13,625	71%	48	42%	7,729	65%	228	5%	-	39	-
DeSoto	6,006	67%	605	45%	2,698	47%	258	12%	767	31	-
Dixie	2,940	58%	159	8%	3,844	59%	3	33%	6	1	-
Duval	283,283	67%	27,528	39%	9,331	47%	5,140	14%	15,542	695	-
Escambia	103,191	66%	10,415	16%	4,895	44%	4,568	31%	10,795	205	-
Flagler	47,722	75%	4,414	38%	1,665	62%	1,379	14%	-	18	206
Franklin	6,673	39%	432	9%	1,298	52%	7	0%	-	1	-
Gadsden	11,310	66%	0	0%	3,698	57%	149	23%	342	19	313
Gilchrist	2,851	75%	0	0%	2,924	68%	28	39%	69	2	61
Glades	1,820	59%	258	30%	2,210	49%	153	42%	318	1	-
Gulf	6,839	44%	239	2%	1,656	47%	22	5%	71	5	239
Hamilton	2,024	64%	0	0%	1,512	70%	146	60%	-	9	-
Hardee	4,313	67%	0	0%	1,671	47%	201	31%	-	17	-
Hendry	7,400	67%	281	19%	4,515	53%	369	29%	904	18	416
Hernando	68,099	70%	631	48%	11,981	56%	486	8%	1,246	64	3,942
Highlands	34,188	65%	1,345	38%	5,317	42%	799	10%	1,992	59	1,634
Hillsborough	377,627	73%	40,129	40%	13,665	54%	4,616	8%	12,826	878	132,927
Holmes	3,471	68%	0	0%	1,393	62%	15	20%	53	7	175
Indian River	57,444	73%	15,017	39%	1,086	44%	740	10%	2,029	51	3,613

County	Single Family		Condominium		Mobile Home		Multifamily 2-9 Unit			Multifamily 10+ Unit	
	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Dwelling Units	Parcels	Dwelling Units
Jackson	10,324	66%	0	0%	3,107	65%	56	13%	217	60	-
Jefferson	2,867	71%	0	0%	1,307	63%	53	26%	178	15	222
Lafayette	1,019	67%	0	0%	826	57%	8	13%	14	1	-
Lake	119,692	74%	3,619	48%	16,301	59%	1,336	8%	3,553	176	15,215
Lee	248,337	66%	84,880	35%	15,789	37%	10,515	20%	23,845	289	33,004
Leon	73,488	71%	5,061	17%	6,747	55%	2,312	7%	6,556	362	32,159
Levy	8,058	72%	238	10%	9,562	62%	68	9%	209	12	423
Liberty	1,397	65%	0	0%	812	47%	61	69%	127	5	-
Madison	3,225	61%	0	0%	1,762	66%	173	57%	414	10	395
Manatee	116,866	70%	35,438	40%	4,679	38%	4,443	18%	10,076	170	21,717
Marion	124,806	70%	2,502	37%	24,737	52%	3,622	38%	8,997	109	8,669
Martin	49,949	77%	14,966	44%	2,933	52%	1,078	13%	2,827	64	4,905
Miami-Dade	383,127	76%	382,264	36%	300	17%	31,605	26%	85,188	3,599	192,751
Monroe	29,353	43%	6,962	18%	4,687	25%	1,759	26%	4,546	46	2,996
Nassau	29,836	74%	4,084	23%	6,274	64%	372	27%	891	27	-
Okaloosa	69,671	65%	13,590	12%	3,351	45%	758	6%	2,664	177	8,584
Okeechobee	7,478	70%	234	26%	5,853	47%	349	30%	896	10	367
Orange	335,605	69%	52,226	25%	6,159	52%	3,983	11%	9,853	1,110	158,879
Osceola	123,632	59%	13,695	15%	5,444	53%	1,044	9%	2,696	925	24,986
Palm Beach	377,170	73%	185,688	41%	3,671	32%	10,197	17%	28,510	855	75,777
Pasco	185,414	71%	11,844	44%	29,478	50%	3,158	38%	5,817	218	17,905
Pinellas	252,465	76%	103,994	47%	17,008	46%	12,435	29%	32,295	873	70,668
Polk	210,605	65%	8,497	32%	31,587	50%	6,706	18%	17,366	285	25,694
Putnam	17,160	66%	198	30%	15,393	53%	150	12%	380	30	1,287
Santa Rosa	63,909	74%	1,751	18%	6,492	49%	666	8%	1,687	57	2,805
Sarasota	155,601	68%	52,813	39%	11,888	40%	4,668	36%	10,857	190	16,936
Seminole	132,134	74%	15,139	35%	1,717	54%	1,148	11%	2,636	208	41,761
St. Johns	99,201	77%	14,562	37%	5,436	60%	1,618	43%	2,860	52	5,319
St. Lucie	117,429	74%	14,571	39%	4,536	51%	1,490	9%	3,385	78	6,351
Sumter	69,490	72%	512	59%	6,458	52%	104	7%	308	23	2,200
Suwannee	6,326	68%	0	0%	6,826	63%	57	2%	125	8	104
Taylor	5,488	58%	90	4%	3,231	52%	22	9%	69	11	344

County	Single Family		Condominium		Mobile Home		Multifamily 2-9 Unit			Multifamily 10+ Unit	
	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Dwelling Units	Parcels	Dwelling Units
Union	1,406	81%	18	11%	1,201	70%	1	0%	-	15	-
Volusia	184,265	71%	28,414	30%	7,371	57%	2,594	15%	7,161	309	25,515
Wakulla	9,250	74%	278	44%	3,397	61%	31	3%	74	5	160
Walton	37,006	43%	10,736	6%	5,285	43%	638	42%	1,089	38	-
Washington	5,075	66%	0	0%	2,639	55%	27	4%	-	1	-
Florida Total	5,745,641	71%	1,605,160	37%	437,337	52%	155,994	21%	406,864	15,251	1,274,074

Source: Florida Department of Revenue, Name-Address-Legal File. Includes all parcels by housing type regardless of year built. Homesteaded parcels are the owner's primary residence. Dwelling unit data may be missing for some multifamily developments. Dwelling unit counts are suppressed in counties where total dwelling units are less than 2 times the number of parcels for the multifamily 2-9 unit category and less than 10 times the number of parcels for the multifamily 10+ unit category.

APPENDIX 2. HOUSING PRODUCTION BY COUNTY AND HOUSING TYPE, 2022

County	Single Family	Condominium	Mobile Home	Multifamily 2-9 Unit	Multifamily 10+ Unit
Alachua	905	0	56	16	15
Baker	86	0	35	0	0
Bay	2,012	0	236	14	8
Bradford	70	0	38	0	2
Brevard	4,045	151	75	5	3
Broward	1,809	156	21	31	14
Calhoun	19	0	37	0	0
Charlotte	2,429	292	38	69	1
Citrus	1,286	0	145	12	0
Clay	1,630	0	118	0	2
Collier	3,312	654	27	4	4
Columbia	184	0	107	0	0
DeSoto	74	0	17	0	0
Dixie	19	0	39	0	0
Duval	5,338	0	59	7	16
Escambia	1,994	28	48	13	6
Flagler	2,014	0	37	122	0
Franklin	129	0	24	1	0
Gadsden	149	0	57	2	0
Gilchrist	101	0	70	0	0
Glades	64	1	16	0	0
Gulf	320	0	53	0	0
Hamilton	28	0	20	0	0
Hardee	42	0	20	2	0
Hendry	434	25	77	22	0
Hernando	1,367	0	114	2	0
Highlands	488	0	22	3	1
Hillsborough	6,638	110	59	7	23
Holmes	33	0	31	0	0
Indian River	1,224	8	7	5	1
Jackson	76	0	62	0	0
Jefferson	69	0	12	0	0
Lafayette	4	0	15	1	0
Lake	4,089	42	114	13	7
Lee	7,432	176	82	183	8
Leon	479	92	32	2	4
Levy	112	0	122	2	0
Liberty	8	0	18	0	0
Madison	35	0	36	1	0

County	Single Family	Condominium	Mobile Home	Multifamily 2-9 Unit	Multifamily 10+ Unit
Manatee	4,930	122	21	14	5
Marion	4,799	18	178	32	3
Martin	546	2	14	2	2
Miami-Dade	1,614	4,091	0	79	42
Monroe	291	124	2	3	2
Nassau	1,499	4	79	3	1
Okaloosa	1,146	32	72	4	3
Okeechobee	93	0	101	2	0
Orange	3,895	49	42	1	26
Osceola	5,778	118	21	17	11
Palm Beach	3,810	82	13	20	10
Pasco	7,019	8	177	0	6
Pinellas	957	143	43	70	11
Polk	9,235	5	200	21	10
Putnam	161	0	113	0	0
Santa Rosa	2,171	0	133	8	2
Sarasota	3,901	293	31	10	5
Seminole	1,026	0	9	1	5
St. Johns	5,638	27	72	3	5
St. Lucie	5,461	0	10	5	1
Sumter	4,003	0	27	0	2
Suwannee	84	0	116	0	0
Taylor	58	0	53	0	0
Union	31	0	16	0	0
Volusia	3,795	1	45	6	5
Wakulla	391	1	17	0	0
Walton	1,804	0	148	3	2
Washington	66	0	64	0	0
Florida Total	124,749	6,855	4,013	843	274

Source: Florida Department of Revenue, Name-Address-Legal File. Includes parcels in the current parcel inventory with actual year built 2022. Multifamily 2-9 and 10+ counts refer to parcels, not individual dwelling units.

APPENDIX 3. SALES VOLUME AND PRICES (2023 \$) BY COUNTY, 2022

County	Single Family				Condominium				Mobile Home			
	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price
Alachua	4,020	\$232,841	\$328,047	\$434,636	776	\$129,356	\$167,387	\$201,795	216	\$117,455	\$165,576	\$206,970
Baker	248	\$263,886	\$313,042	\$402,556	0	\$0	\$0	\$0	63	\$121,077	\$165,058	\$214,214
Bay	5,235	\$269,060	\$351,848	\$475,927	2,100	\$320,803	\$424,288	\$579,463	371	\$93,136	\$155,227	\$201,795
Bradford	230	\$155,227	\$229,995	\$310,454	2	\$222,492	\$231,806	\$241,120	82	\$77,614	\$157,814	\$201,795
Brevard	14,008	\$284,583	\$359,092	\$465,682	2,456	\$181,098	\$269,060	\$444,985	719	\$113,833	\$165,576	\$201,795
Broward	21,258	\$398,416	\$532,947	\$770,134	18,132	\$155,227	\$226,632	\$340,465	291	\$131,426	\$173,854	\$217,318
Calhoun	73	\$144,879	\$195,586	\$264,921	0	\$0	\$0	\$0	10	\$72,439	\$113,833	\$181,098
Charlotte	6,133	\$310,351	\$397,382	\$519,494	1,529	\$191,447	\$284,583	\$388,068	338	\$134,427	\$170,750	\$222,492
Citrus	4,195	\$217,318	\$279,409	\$374,615	154	\$160,401	\$185,703	\$289,757	819	\$83,823	\$134,530	\$190,412
Clay	5,242	\$294,932	\$358,161	\$429,462	177	\$148,501	\$212,144	\$260,782	497	\$98,207	\$164,541	\$238,015
Collier	7,366	\$517,424	\$716,063	\$1,086,590	6,141	\$331,151	\$454,816	\$705,766	106	\$181,616	\$235,169	\$309,420
Columbia	709	\$181,616	\$263,886	\$336,222	11	\$139,704	\$150,053	\$159,367	294	\$92,101	\$155,227	\$222,492
DeSoto	319	\$205,935	\$264,921	\$388,068	47	\$186,273	\$222,492	\$248,364	69	\$124,182	\$165,576	\$217,318
Dixie	159	\$117,973	\$201,795	\$331,151	14	\$243,189	\$265,439	\$388,068	197	\$67,369	\$124,182	\$181,098
Duval	20,507	\$227,667	\$315,629	\$411,663	2,097	\$164,437	\$217,318	\$279,512	361	\$78,648	\$134,530	\$206,970
Escambia	6,771	\$211,626	\$294,828	\$372,545	508	\$170,750	\$325,977	\$627,635	92	\$46,827	\$87,962	\$138,411
Flagler	4,304	\$320,337	\$377,720	\$470,804	374	\$279,409	\$413,939	\$641,606	88	\$159,884	\$206,400	\$263,886
Franklin	382	\$274,235	\$517,424	\$909,631	44	\$283,031	\$341,500	\$574,858	44	\$62,091	\$116,420	\$179,805
Gadsden	424	\$137,117	\$222,492	\$315,629	0	\$0	\$0	\$0	76	\$62,091	\$95,723	\$159,108
Gilchrist	179	\$199,726	\$306,212	\$413,836	0	\$0	\$0	\$0	128	\$87,962	\$155,175	\$218,353
Glades	95	\$170,750	\$253,538	\$322,873	24	\$38,807	\$64,678	\$107,624	118	\$117,973	\$165,834	\$227,667
Gulf	569	\$351,848	\$491,553	\$765,684	8	\$427,392	\$517,424	\$777,792	64	\$62,091	\$113,833	\$188,860
Hamilton	68	\$113,833	\$181,098	\$254,573	0	\$0	\$0	\$0	37	\$113,833	\$144,879	\$181,098
Hardee	166	\$144,879	\$212,144	\$266,991	0	\$0	\$0	\$0	72	\$72,957	\$105,037	\$165,058
Hendry	624	\$201,795	\$258,660	\$310,454	33	\$170,750	\$205,417	\$231,082	144	\$119,008	\$170,750	\$238,015

County	Single Family				Condominium				Mobile Home			
	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price
Hernando	5,426	\$258,712	\$317,336	\$382,894	56	\$116,420	\$155,227	\$181,098	767	\$123,147	\$162,989	\$205,935
Highlands	2,097	\$182,133	\$243,189	\$315,629	152	\$109,435	\$150,053	\$187,307	313	\$66,230	\$92,101	\$133,495
Hillsborough	25,403	\$331,151	\$405,867	\$519,494	3,145	\$170,750	\$232,841	\$341,500	413	\$165,576	\$227,667	\$301,141
Holmes	123	\$103,485	\$160,401	\$222,492	0	\$0	\$0	\$0	31	\$36,220	\$77,614	\$111,246
Indian River	4,126	\$305,280	\$387,033	\$531,912	1,237	\$171,267	\$253,538	\$465,682	44	\$91,067	\$131,943	\$190,671
Jackson	409	\$119,008	\$181,098	\$258,609	0	\$0	\$0	\$0	73	\$72,439	\$129,356	\$170,750
Jefferson	149	\$191,447	\$289,757	\$410,628	0	\$0	\$0	\$0	47	\$71,922	\$165,576	\$227,667
Lafayette	51	\$103,485	\$180,064	\$300,106	0	\$0	\$0	\$0	28	\$49,673	\$129,356	\$199,208
Lake	7,753	\$312,524	\$388,068	\$481,204	403	\$98,311	\$164,541	\$258,712	889	\$124,182	\$175,924	\$227,667
Lee	21,010	\$330,106	\$418,079	\$616,252	6,367	\$239,050	\$328,254	\$454,298	988	\$103,485	\$150,053	\$211,626
Leon	3,991	\$191,447	\$284,169	\$406,695	524	\$103,537	\$154,192	\$235,428	175	\$55,882	\$87,962	\$131,426
Levy	465	\$188,342	\$259,747	\$384,225	35	\$150,053	\$240,602	\$331,151	445	\$84,858	\$134,427	\$191,447
Liberty	39	\$93,447	\$164,541	\$279,305	0	\$0	\$0	\$0	14	\$30,011	\$49,155	\$98,311
Madison	112	\$98,828	\$168,422	\$284,583	0	\$0	\$0	\$0	56	\$74,509	\$109,953	\$180,012
Manatee	10,751	\$398,416	\$500,866	\$683,000	2,879	\$219,905	\$320,803	\$455,333	300	\$95,723	\$139,704	\$196,518
Marion	11,371	\$228,805	\$286,653	\$362,197	303	\$103,485	\$124,182	\$150,053	1,070	\$77,614	\$130,391	\$186,273
Martin	2,870	\$388,068	\$517,424	\$816,288	997	\$191,447	\$251,365	\$362,197	185	\$155,227	\$195,586	\$243,189
Miami-Dade	15,438	\$450,159	\$569,166	\$827,775	28,436	\$276,304	\$403,591	\$615,735	1	\$150,053	\$150,053	\$150,053
Monroe	1,628	\$731,120	\$1,034,848	\$1,733,370	501	\$465,682	\$698,522	\$1,010,012	225	\$310,454	\$408,558	\$620,909
Nassau	2,735	\$369,441	\$444,467	\$605,386	284	\$417,561	\$606,680	\$833,053	238	\$141,774	\$212,661	\$258,712
Okaloosa	5,031	\$287,688	\$357,023	\$465,682	1,109	\$332,186	\$496,727	\$714,045	101	\$93,136	\$169,612	\$209,039
Okeechobee	418	\$195,586	\$263,886	\$362,093	18	\$96,241	\$129,356	\$139,704	454	\$67,265	\$126,510	\$181,098
Orange	19,293	\$346,674	\$444,985	\$594,210	4,008	\$155,227	\$204,589	\$266,991	338	\$114,868	\$155,227	\$206,970
Osceola	13,266	\$354,435	\$418,079	\$516,389	1,478	\$191,447	\$258,712	\$331,151	329	\$144,879	\$206,970	\$274,235
Palm Beach	17,440	\$465,682	\$646,780	\$957,234	13,978	\$165,576	\$253,538	\$398,416	178	\$129,356	\$155,227	\$216,283
Pasco	17,762	\$284,583	\$379,220	\$488,448	1,113	\$119,008	\$155,227	\$204,900	1,858	\$77,614	\$122,112	\$181,098

County	Single Family				Condominium				Mobile Home			
	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price
Pinellas	12,786	\$331,151	\$426,513	\$594,934	7,497	\$186,273	\$259,643	\$429,462	977	\$93,136	\$134,530	\$175,924
Polk	20,853	\$288,723	\$341,603	\$403,591	786	\$124,182	\$158,177	\$217,318	1,828	\$93,136	\$142,033	\$196,518
Putnam	834	\$150,053	\$227,097	\$315,629	19	\$232,841	\$284,583	\$315,629	581	\$76,475	\$124,182	\$181,098
St. Johns	9,893	\$413,939	\$520,011	\$688,174	1,047	\$258,712	\$341,500	\$525,703	270	\$175,924	\$243,189	\$289,757
St. Lucie	10,797	\$334,152	\$396,761	\$468,890	1,148	\$186,273	\$284,583	\$491,553	211	\$150,053	\$201,795	\$248,364
Santa Rosa	5,205	\$294,932	\$363,697	\$467,648	143	\$341,396	\$486,379	\$746,125	205	\$81,753	\$124,078	\$175,924
Sarasota	10,491	\$388,068	\$497,762	\$683,000	3,752	\$284,583	\$380,824	\$620,909	592	\$133,495	\$167,697	\$212,144
Seminole	7,627	\$332,807	\$413,939	\$527,772	1,255	\$153,157	\$187,825	\$235,428	89	\$119,008	\$169,715	\$227,667
Sumter	7,817	\$330,634	\$405,453	\$512,250	32	\$129,615	\$230,202	\$243,189	305	\$79,994	\$139,704	\$196,621
Suwannee	312	\$159,884	\$230,254	\$300,623	0	\$0	\$0	\$0	276	\$89,514	\$155,175	\$221,975
Taylor	252	\$117,559	\$181,098	\$305,280	6	\$250,433	\$277,857	\$361,162	102	\$93,136	\$128,839	\$193,517
Union	44	\$202,830	\$243,189	\$324,942	0	\$0	\$0	\$0	32	\$71,922	\$152,640	\$187,463
Volusia	12,162	\$284,583	\$351,848	\$434,636	2,455	\$165,576	\$289,757	\$486,379	335	\$132,461	\$170,750	\$227,667
Wakulla	791	\$206,970	\$317,698	\$397,382	26	\$172,820	\$242,672	\$315,629	140	\$76,941	\$134,013	\$181,098
Walton	3,495	\$455,230	\$723,359	\$1,497,528	1,252	\$434,636	\$619,874	\$874,447	141	\$98,311	\$162,989	\$222,492
Washington	211	\$139,704	\$201,174	\$279,409	0	\$0	\$0	\$0	73	\$77,614	\$124,182	\$150,053
Florida Total	396,011	\$310,454	\$403,591	\$560,577	121,068	\$195,586	\$300,106	\$460,000	21,013	\$95,206	\$150,053	\$206,970

Source: Florida Department of Revenue, Sales Data File. Includes home sales that took place in 2022, the most recent full year with data available. Arms-length sales only. Home prices adjusted to 2023 dollars using the Consumer Price Index.

APPENDIX 4. SURPLUS/DEFICIT OF AFFORDABLE AND AVAILABLE RENTAL HOUSING UNITS BY INCOME (% AMI), FLORIDA REGIONS, 2022

Region	Counties	Affordable/Available Units Minus Renter Households					
		0-30% AMI	0-40% AMI	0-50% AMI	0-60% AMI	0-80% AMI	0-120% AMI
Cape Coral-Fort Myers, FL MSA	Lee	-12,127	-13,378	-18,568	-17,272	-12,349	-1,135
Deltona-Daytona Beach-Ormond Beach, FL MSA & Palm Coast, FL MSA	Flagler, Volusia	-10,014	-12,451	-15,516	-15,234	-9,359	-357
Fort Walton Beach-Crestview-Destin, FL MSA	Okaloosa	-1,883	-2,668	-3,766	-2,908	-2,236	1,338
Ft. Lauderdale	Broward	-38,051	-54,391	-70,488	-83,786	-84,246	-33,237
Gainesville, FL MSA (minus Gilchrist)	Alachua	-4,632	-6,362	-6,030	-3,822	2,323	3,351
Homosassa Springs, FL MSA	Citrus	-2,043	-2,341	-2,636	-2,663	-893	-620
Jacksonville, FL MSA plus Putnam	Baker, Clay, Duval, Nassau, Putnam, St. Johns	-33,046	-38,430	-42,592	-33,940	-20,099	4,418
Lakeland, FL MSA	Polk	-12,578	-17,497	-20,489	-18,582	-13,186	248
Miami-Dade Plus Monroe	Miami-Dade, Monroe	-62,467	-93,480	-108,871	-130,410	-134,458	-61,721
Naples-Marco Island, FL MSA	Collier	-4,858	-7,220	-10,087	-9,861	-7,936	-1,247
Northeast Nonmetropolitan Area (plus Gilchrist)	Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Levy, Madison, Suwannee, Taylor, Union	-3,311	-3,468	-4,482	-2,139	-51	865
Northwest Nonmetropolitan Area (plus Gadsden, Jefferson, & Wakulla)	Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Wakulla, Walton, Washington	-4,521	-5,296	-4,372	-3,242	-1,003	36
Ocala, FL MSA	Marion	-6,173	-5,378	-6,830	-5,029	-1,586	3,216
Orlando-Kissimmee, FL MSA	Lake, Orange, Osceola, Seminole	-51,154	-70,138	-89,107	-94,715	-77,753	799
Palm Bay-Melbourne-Titusville, FL MSA	Brevard	-8,504	-11,491	-9,241	-6,901	-691	6,565
Panama City-Lynn Haven, FL MSA	Bay	-3,086	-3,254	-4,840	-4,839	-3,626	1,151
Pensacola-Ferry Pass-Brent, FL MSA	Escambia, Santa Rosa	-9,841	-11,125	-12,909	-9,855	-3,894	-612
Port St. Lucie, FL MSA	Martin, St. Lucie	-7,410	-8,979	-9,712	-8,956	-6,229	683
Punta Gorda, FL MSA	Charlotte	-62	-1,173	-2,475	-2,659	-1,904	-579
Sarasota-Bradenton-Venice, FL MSA	Manatee, Sarasota	-11,394	-16,597	-19,873	-17,238	-10,255	3,057
Sebastian-Vero Beach, FL MSA	Indian River, Okeechobee	-1,769	-1,923	-2,402	-2,499	-1,303	10

Region	Counties	Affordable/Available Units Minus Renter Households					
		0-30% AMI	0-40% AMI	0-50% AMI	0-60% AMI	0-80% AMI	0-120% AMI
South Nonmetropolitan Area (minus Monroe)	DeSoto, Glades, Hardee, Hendry, Highlands	-3,417	-4,566	-5,396	-5,913	-2,835	-1,469
Tallahassee, FL MSA (minus Gadsden, Jefferson & Wakulla)	Leon	-6,053	-7,018	-5,982	-2,315	540	2,293
Tampa-St. Petersburg-Clearwater, FL MSA	Hernando, Hillsborough, Pasco, Pinellas	-64,236	-81,384	-90,984	-83,379	-60,011	3,994
The Villages, FL MSA	Sumter	-630	-891	-962	-713	-839	387
West Palm Beach-Boca Raton	Palm Beach	-28,122	-37,675	-43,874	-45,133	-33,296	-7,728
State of Florida Total		-391,382	-518,574	-612,484	-614,003	-487,175	-76,294

Source: Shimberg Center analysis of U.S. Census Bureau, 2022 American Community Survey. Values are the difference between renter households and affordable/available units at each income level. Negative value means that renter households outnumber affordable/available units.

CHAPTER 2024-158

Committee Substitute for House Bill No. 7073

An act relating to taxation; amending s. 192.001, F.S.; revising the definition of the term “tangible personal property”; providing retroactive applicability; amending s. 192.0105, F.S.; providing that a taxpayer has a right to know certain information regarding property determined not to have been entitled to a homestead exemption; amending s. 193.155, F.S.; extending the timeframe for changes, additions, or improvements following damage or destruction of a homestead to commence for certain assessment requirements to apply; requiring property appraisers to include certain information with notices of tax liens; providing that back taxes apply only under certain circumstances; amending s. 193.624, F.S.; revising the definition of the term “renewable energy source device”; providing applicability; amending s. 193.703, F.S.; requiring that the owner be given a specified timeframe to pay certain taxes, penalties, and interest prior to a lien being filed; providing that such lien is subject to certain provisions; providing that back taxes apply only under certain circumstances; amending s. 194.037, F.S.; revising obsolete provisions; amending s. 196.011, F.S.; requiring that specified persons or entities be given a specified timeframe to pay certain taxes prior to a lien being filed; prohibiting the taxpayer from being assessed certain penalties or interest under certain circumstances; providing that back taxes apply only under certain circumstances; amending s. 196.031, F.S.; extending the timeframe before a property owner’s failure to commence repair or rebuilding of homestead property constitutes abandonment; amending s. 196.075, F.S.; requiring that the owner be given a specified timeframe to pay certain taxes, penalties, and interest prior to a lien being filed; providing that such lien is subject to certain provisions; providing that back taxes apply only under certain circumstances; amending s. 196.161, F.S.; requiring property appraisers to include certain information with notices of tax liens; requiring that the owner be given a specified timeframe to pay certain taxes, penalties, and interest prior to a lien being filed; providing that back taxes apply only under certain circumstances amending s. 196.1978, F.S.; revising the definition of the term “newly constructed”; revising conditions for when multifamily projects are considered property used for a charitable purpose and are eligible to receive an ad valorem property tax exemption; making technical changes; requiring property appraisers to exempt certain units from ad valorem property taxes; providing the method for determining the value of a unit for certain purposes; requiring property appraisers to review certain applications and make certain determinations; authorizing property appraisers to request and review additional information; authorizing property appraisers to grant exemptions only under certain conditions; revising requirements for property owners seeking a certification notice from the Florida Housing Finance Corporation; providing that a certain determination by the corporation does not constitute an exemption; revising eligibility;

conforming provisions to changes made by the act; amending s. 196.1979, F.S.; revising the value to which a certain ad valorem property tax exemption applies; revising a condition of eligibility for vacant residential units to qualify for a certain ad valorem property tax exemption; making technical changes; revising the deadline for an application for exemption; revising deadlines by which boards and governing bodies must deliver to or notify the department of the adoption, repeal, or expiration of certain ordinances; requiring property appraisers to review certain applications and make certain determinations; authorizing property appraisers to request and review additional information; authorizing property appraisers to grant exemptions only under certain conditions; providing the method for determining the value of a unit for certain purposes; providing for retroactive applicability; amending s. 196.1978, F.S.; authorizing a taxing authority, beginning at a specified time, to elect not to exempt certain property upon adoption of an ordinance or a resolution; specifying requirements and limitations for the ordinance or resolution; providing applicability; specifying duties of the taxing authority; authorizing certain property owners to continue to receive an exemption under certain circumstances; providing applicability; providing an exemption from ad valorem property tax for property in a multifamily project if certain conditions are met; specifying requirements for eligibility and applications; requiring property appraisers to review certain applications and make certain determinations; authorizing property appraisers to request and review additional information; requiring property appraisers to grant exemptions under certain condition; providing the method for determining the value of portions of property for certain purposes; specifying requirements for property appraisers in reviewing and granting exemptions and for improperly granted exemptions; providing a penalty; providing limitations on eligibility; providing applicability; amending s. 201.08, F.S.; providing applicability; defining the term “principal limit”; requiring that certain taxes be calculated based on the principal limit at a specified event; providing retroactive operation; providing construction; amending s. 201.21, F.S.; exempting all non-interest-bearing promissory notes, non-interest-bearing nonnegotiable notes, or non-interest-bearing written obligations, for specified purposes, from documentary stamp taxes in connection with the sale of alarm systems; providing for future repeal of amendments, unless saved from repeal by the Legislature through reenactment by the Legislature; providing for effect of amendments by other provisions; amending s. 206.9931, F.S.; deleting a registration fee for certain parties; amending s. 206.9955, F.S.; revising the rates of certain taxes on natural gas fuel for a specified timeframe; reenacting s. 206.996(1) and (4), F.S., relating to monthly reports by natural gas fuel retailers and deductions, to incorporate the amendment made to s. 206.9955, F.S., in references thereto; reenacting s. 206.997, F.S., relating to state and local alternative fuel user fee clearing trust funds and distributions, to incorporate the amendment made to s. 206.9955, F.S., in references thereto; creating s. 211.0254, F.S.; authorizing the use of credits against certain taxes beginning on a specified date; providing a limitation on such credits; providing construction; providing applicability;

amending s. 212.0306, F.S.; revising the necessary vote in a referendum for the levy of a certain local option food and beverage tax; amending s. 212.05, F.S.; making technical changes; specifying the application of an exemption for sales tax for certain purchasers of boats and aircraft; providing a sales tax exemption for certain leases and rentals; amending s. 212.054, F.S.; specifying that certain purchases are considered a single item for purposes of discretionary sales surtax; specifying that certain property sales are deemed to occur in the county where the purchaser resides, as identified on specified documents; providing applicability; defining the term “final adjudication”; providing for the transfer and disposition of discretionary sales surtaxes under certain circumstances; providing for the suspension of discretionary sales surtaxes under certain circumstances; authorizing certain persons to file a claim for a refund of discretionary sale surtaxes; providing for future expiration; amending s. 212.055, F.S.; deleting a restriction on counties authorized to levy an indigent care and trauma center surtax; requiring approval of certain taxes in a referendum; amending s. 212.11, F.S.; authorizing an automatic extension for filing returns and remitting sales and use tax when specified states of emergency are declared; providing construction; creating s. 212.1835, F.S.; authorizing the use of credits against certain taxes beginning on a specified date; authorizing certain expenses and payments to count toward the tax due; providing construction; providing applicability; requiring electronic filing of returns and payment of taxes; amending s. 212.20, F.S.; deleting the future repeal of provisions related to annual distributions to the Florida Agricultural Promotional Campaign Trust Fund; amending s. 213.21, F.S.; authorizing the department to consider requests to settle or compromise certain liabilities after certain time periods have expired, in certain circumstances; providing a limitation; providing that certain department decisions are not subject to review; amending s. 213.67, F.S.; authorizing certain parties to include additional specified amounts in a garnishment levy notice; revising methods for delivery of levy notices; amending s. 220.02, F.S.; revising the order in which credits may be taken to include a specified credit; amending s. 220.03, F.S.; revising the date of adoption of the Internal Revenue Code and other federal income tax statutes for purposes of the state corporate income tax; providing retroactive operation; amending s. 220.19, F.S.; authorizing the use of credits against certain taxes beginning on a specified date; revising obsolete provisions; authorizing certain taxpayers to use the credit in a specified manner; providing applicability; amending s. 220.1915, F.S.; revising the definitions of the terms “qualifying expenditures” and “qualifying railroad”; revising a limitation on the amount of the credit for qualified railroad construction or replacement expenditures; requiring the Department of Transportation to certify and provide certain information to the department by a specified date; revising application requirements for the credit for qualified railroad reconstruction or replacement expenditures; revising requirements for the department related to the issuance of a certain letter; conforming provisions to changes made by the act; revising conditions for carry-forward and transfer of such credit; creating s. 220.1992, F.S.; defining the

terms “qualified employee” and “qualified taxpayer”; establishing a credit against specified taxes for taxpayers that employ specified individuals; specifying the amount of such tax credit; authorizing the department to adopt rules governing the manner and form of the application for such tax credit; specifying requirements for such form; requiring the department to approve the tax credit prior to the taxpayer taking the credit; requiring the department to approve the tax credits in a specified manner; requiring the department to notify the taxpayer in a specified manner if the department determines an application is incomplete; providing that such taxpayer has a specified timeframe to correct any deficiency; providing that certain applications are deemed complete on a specified date; prohibiting taxpayers from claiming a tax credit of more than a specified amount; authorizing the carryforward of credits in a specified manner; providing the maximum amount of credit that may be granted during specified fiscal years; authorizing the department to consult with specified entities for a certain purpose; amending s. 220.222, F.S.; providing an automatic extension for the due date for a specified return in certain circumstances; amending s. 374.986, F.S.; revising obsolete provisions; creating s. 402.261, F.S.; defining terms; authorizing certain taxpayers to receive tax credits for certain actions; providing requirements for such credits; specifying the maximum tax credit that may be granted for a specified timeframe; authorizing tax credits be carried forward; requiring repayment of tax credits under certain conditions and using a specified formula; requiring certain taxpayers to file specified returns and reports; requiring that certain funds be distributed; requiring taxpayers to submit applications beginning on a specified date to receive tax credits; requiring the application to include certain information; requiring the Department of Revenue to approve tax credits in a specified manner; prohibiting the transfer of a tax credit; providing an exception; requiring the department to approve certain transfers; requiring a specified approval before the transfer of certain credits; authorizing credits to be rescinded during a specified time period; requiring specified approval before certain credits may be rescinded; requiring rescinded credits to be made available for use in a specified manner; requiring the department to provide specified letters in a certain time period with certain information; authorizing the department to adopt rules; amending s. 402.62, F.S.; revising the requirements for the Department of Children and Families in designating eligible charitable organizations; increasing the Strong Families Tax Credit cap; specifying when applications may be submitted to the Department of Revenue; amending s. 413.4021, F.S.; increasing the distribution for a specified program; amending s. 561.121, F.S.; providing for a specified distribution to specified entities of funds collected from certain excise taxes on alcoholic beverages and license fees on vendors; prohibiting such distribution from exceeding a certain amount; providing for the uses of such funds; prohibiting the use of such moneys for securing bonds; providing for future repeal; creating s. 561.1214, F.S.; authorizing the use of credits against certain taxes beginning on a specified date; providing a limitation on such credits; providing applicability; providing construction; reenacting s. 571.26, F.S., relating to the Florida

Agricultural Promotional Campaign Trust Fund; repealing s. 41 of chapter 2023-157, Laws of Florida, which provides for the expiration and reversion of a specified provision of law; amending s. 571.265, F.S.; deleting the future repeal of provisions related to the promotion of Florida thoroughbred breeding and of thoroughbred racing; amending s. 624.509, F.S.; revising the order in which certain credits and deductions may be taken to incorporate changes made by the act; amending s. 624.5107, F.S.; authorizing the use of credits against certain taxes beginning on a specified date; providing a limitation; providing construction; providing applicability; providing for retroactive application; creating s. 624.5108, F.S.; requiring insurers to deduct specified amounts from the premiums for certain policies; defining the term “flood”; providing applicability; requiring the deductions amount to be separately stated; providing reporting requirements; providing that such deductions do not reduce insurers’ direct written premiums; providing for a credit for a specified timeframe against insurance premium tax for insurers in a specified amount; exempting insurers claiming such credit from retaliatory tax; providing construction; requiring the department to refund unused credit under a certain circumstance; requiring certain insurers to include certain information with their quarterly and annual statements; requiring the office to include certain information in certain reports; authorizing the department to perform necessary audits and investigations; requiring the Office of Insurance Regulation to provide technical assistance; requiring the office to examine certain information and take corrective measures; authorizing the department and the office to adopt emergency rules; providing for future repeal; exempting from sales and use tax specified disaster preparedness supplies during specified timeframes; providing applicability; authorizing the department to adopt emergency rules; exempting from sales and use tax admissions to certain events, performances, and facilities, certain season tickets, and the retail sale of certain boating and water activity, camping, fishing, general outdoor, residential pool supplies and electric scooters during specified timeframes; defining terms; providing applicability; authorizing the department to adopt emergency rules; exempting from sales and use tax the retail sale of certain clothing, wallets, bags, school supplies, learning aids and jigsaw puzzles, and personal computers and personal computer-related accessories during a specified timeframe; defining terms; providing applicability; authorizing certain dealers to opt out of participating in the tax holiday, subject to certain requirements; authorizing the department to adopt emergency rules; exempting from the sales and use tax the retail sale of certain tools during a specified timeframe; providing applicability; authorizing the department to adopt emergency rules; authorizing the department to adopt emergency rules for specified provisions; providing for future expiration; providing an appropriation to offset certain reductions in ad valorem tax revenue; authorizing affected fiscally constrained counties to apply for appropriated funds; specifying application requirements; authorizing the department to adopt emergency rules; providing for future repeal; providing an appropriation; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Effective upon this act becoming a law, paragraph (d) of subsection (11) of section 192.001, Florida Statutes, is amended to read:

192.001 Definitions.—All definitions set out in chapters 1 and 200 that are applicable to this chapter are included herein. In addition, the following definitions shall apply in the imposition of ad valorem taxes:

(11) “Personal property,” for the purposes of ad valorem taxation, shall be divided into four categories as follows:

(d) “Tangible personal property” means all goods, chattels, and other articles of value (but does not include the vehicular items enumerated in s. 1(b), Art. VII of the State Constitution and elsewhere defined) capable of manual possession and whose chief value is intrinsic to the article itself. “Construction work in progress” consists of those items of tangible personal property commonly known as fixtures, machinery, and equipment when in the process of being installed in new or expanded improvements to real property and whose value is materially enhanced upon connection or use with a preexisting, taxable, operational system or facility. Construction work in progress shall be deemed substantially completed when connected with the preexisting, taxable, operational system or facility. For the purposes of tangible personal property constructed or installed by an electric utility, construction work in progress shall be deemed substantially completed upon the earlier of when all permits or approvals required for commercial operation have been received or approved, or 1 year after the construction work in progress has been connected with the preexisting, taxable, operational system or facility. Inventory and household goods are expressly excluded from this definition.

Section 2. (1) The amendment made by this act to s. 192.001, Florida Statutes, applies retroactively beginning with the 2024 property tax roll.

(2) This section shall take effect upon becoming a law.

Section 3. Paragraph (g) of subsection (1) of section 192.0105, Florida Statutes, is amended to read:

192.0105 Taxpayer rights.—There is created a Florida Taxpayer’s Bill of Rights for property taxes and assessments to guarantee that the rights, privacy, and property of the taxpayers of this state are adequately safeguarded and protected during tax levy, assessment, collection, and enforcement processes administered under the revenue laws of this state. The Taxpayer’s Bill of Rights compiles, in one document, brief but comprehensive statements that summarize the rights and obligations of the property appraisers, tax collectors, clerks of the court, local governing boards, the Department of Revenue, and taxpayers. Additional rights afforded to payors of taxes and assessments imposed under the revenue laws of this state are provided in s. 213.015. The rights afforded taxpayers to

assure that their privacy and property are safeguarded and protected during tax levy, assessment, and collection are available only insofar as they are implemented in other parts of the Florida Statutes or rules of the Department of Revenue. The rights so guaranteed to state taxpayers in the Florida Statutes and the departmental rules include:

(1) THE RIGHT TO KNOW.—

(g) The right, on property determined not to have been entitled to homestead exemption in a prior year, to notice of intent from the property appraiser to record notice of tax lien, information regarding why the taxpayer was not entitled to the exemption and how tax, penalties, and interest are calculated, and the right to pay tax, penalty, and interest before a tax lien is recorded for any prior year (see s. 196.161(1)(b)).

Notwithstanding the right to information contained in this subsection, under s. 197.122 property owners are held to know that property taxes are due and payable annually and are charged with a duty to ascertain the amount of current and delinquent taxes and obtain the necessary information from the applicable governmental officials.

Section 4. Paragraph (b) of subsection (4) and subsection (10) of section 193.155, Florida Statutes, are amended to read:

193.155 Homestead assessments.—Homestead property shall be assessed at just value as of January 1, 1994. Property receiving the homestead exemption after January 1, 1994, shall be assessed at just value as of January 1 of the year in which the property receives the exemption unless the provisions of subsection (8) apply.

(4)

(b)1. Changes, additions, or improvements that replace all or a portion of homestead property, including ancillary improvements, damaged or destroyed by misfortune or calamity shall be assessed upon substantial completion as provided in this paragraph. Such assessment must be calculated using the homestead property's assessed value as of the January 1 immediately before the date on which the damage or destruction was sustained, subject to the assessment limitations in subsections (1) and (2), when:

- a. The square footage of the homestead property as changed or improved does not exceed 110 percent of the square footage of the homestead property before the damage or destruction; or
- b. The total square footage of the homestead property as changed or improved does not exceed 1,500 square feet.

2. The homestead property's assessed value must be increased by the just value of that portion of the changed or improved homestead property which is in excess of 110 percent of the square footage of the homestead

property before the damage or destruction or of that portion exceeding 1,500 square feet.

3. Homestead property damaged or destroyed by misfortune or calamity which, after being changed or improved, has a square footage of less than 100 percent of the homestead property's total square footage before the damage or destruction shall be assessed pursuant to subsection (5).

4. Changes, additions, or improvements assessed pursuant to this paragraph must be reassessed pursuant to subsection (1) in subsequent years. This paragraph applies to changes, additions, or improvements commenced within 5 ~~3~~ years after the January 1 following the damage or destruction of the homestead.

(10)(a) If the property appraiser determines that for any year or years within the prior 10 years a person who was not entitled to the homestead property assessment limitation granted under this section was granted the homestead property assessment limitation, the property appraiser making such determination shall serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and such property must be identified in the notice of tax lien. The property appraiser must include with such notice information explaining why the owner is not entitled to the limitation, the years for which unpaid taxes, penalties, and interest are due, and the manner in which unpaid taxes, penalties, and interest have been calculated. Such property that is situated in this state is subject to the unpaid taxes, plus a penalty of 50 percent of the unpaid taxes for each year and 15 percent interest per annum. However, when a person entitled to exemption pursuant to s. 196.031 inadvertently receives the limitation pursuant to this section following a change of ownership, the assessment of such property must be corrected as provided in paragraph (9)(a), and the person need not pay the unpaid taxes, penalties, or interest. Before a lien may be filed, the person or entity so notified must be given 30 days to pay the taxes and any applicable penalties and interest.

(b) If the property appraiser improperly grants the property assessment limitation as a result of a clerical mistake or an omission, the person or entity improperly receiving the property assessment limitation may not be assessed a penalty or interest. Back taxes shall apply only as follows:

1. If the person who received the limitation as a result of a clerical mistake or omission voluntarily discloses to the property appraiser that he or she was not entitled to the limitation before the property appraiser notifies the owner of the mistake or omission, no back taxes shall be due.

2. If the person who received the limitation as a result of a clerical mistake or omission does not voluntarily disclose to the property appraiser that he or she was not entitled to the limitation before the property appraiser notifies the owner of the mistake or omission, back taxes shall be due for any year or years that the owner was not entitled to the limitation within the 5

years before the property appraiser notified the owner of the mistake or omission.

3. The property appraiser shall serve upon an owner that owes back taxes under subparagraph 2. a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and such property must be identified in the notice of tax lien. The property appraiser must include with such notice information explaining why the owner is not entitled to the limitation, the years for which unpaid taxes are due, and the manner in which unpaid taxes have been calculated. Before a lien may be filed, the person or entity so notified must be given 30 days to pay the taxes.

Section 5. Subsection (1) of section 193.624, Florida Statutes, is amended to read:

193.624 Assessment of renewable energy source devices.—

(1) As used in this section, the term “renewable energy source device” means any of the following equipment that collects, transmits, stores, or uses solar energy, wind energy, or energy derived from geothermal deposits or biogas, as defined in s. 366.91:

- (a) Solar energy collectors, photovoltaic modules, and inverters.
- (b) Storage tanks and other storage systems, excluding swimming pools used as storage tanks.
- (c) Rockbeds.
- (d) Thermostats and other control devices.
- (e) Heat exchange devices.
- (f) Pumps and fans.
- (g) Roof ponds.
- (h) Freestanding thermal containers.
- (i) Pipes, ducts, wiring, structural supports, refrigerant handling systems, and other components used as integral parts of such systems; however, such equipment does not include conventional backup systems of any type or any equipment or structure that would be required in the absence of the renewable energy source device.
- (j) Windmills and wind turbines.
- (k) Wind-driven generators.

(l) Power conditioning and storage devices that store or use solar energy, wind energy, or energy derived from geothermal deposits to generate electricity or mechanical forms of energy.

(m) Pipes and other equipment used to transmit hot geothermal water to a dwelling or structure from a geothermal deposit.

(n) Pipes, equipment, structural facilities, structural support, and any other machinery integral to the interconnection, production, storage, compression, transportation, processing, collection, and conversion of biogas from landfill waste; livestock farm waste, including manure; food waste; or treated wastewater into renewable natural gas as defined in s. 366.91.

The term does not include equipment that is on the distribution or transmission side of the point at which a renewable energy source device is interconnected to an electric utility's distribution grid or transmission lines or a natural gas pipeline or distribution system.

Section 6. The amendment made by this act to s. 193.624, Florida Statutes, first applies to the 2025 property tax roll.

Section 7. Subsection (7) of section 193.703, Florida Statutes, is amended to read:

193.703 Reduction in assessment for living quarters of parents or grandparents.—

(7)(a) If the property appraiser determines that for any year within the previous 10 years a property owner who was not entitled to a reduction in assessed value under this section was granted such reduction, the property appraiser shall serve on the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property that is owned by that person and is situated in this state is subject to the taxes exempted by the improper reduction, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. Before such lien may be filed, the owner must be given 30 days within which to pay the taxes, penalties, and interest. Such lien is subject to s. 196.161(3).

(b)1. However, If a reduction is improperly granted due to a clerical mistake or omission by the property appraiser, the person who improperly received the reduction may not be assessed a penalty or interest. Back taxes shall apply only as follows:

a. If the person who received the reduction in assessed value as a result of a clerical mistake or omission voluntarily discloses to the property appraiser that he or she was not entitled to the reduction in assessed value before the property appraiser notifies the owner of the mistake or omission, no back taxes shall be due.

b. If the person who received the reduction in assessed value as a result of a clerical mistake or omission does not voluntarily disclose to the property appraiser that he or she was not entitled to the limitation before the property appraiser notifies the owner of the mistake or omission, back taxes shall be due for any year or years that the owner was not entitled to the limitation within the 5 years before the property appraiser notified the owner of the mistake or omission.

2. The property appraiser shall serve upon an owner that owes back taxes under sub-subparagraph 1.b. a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and such property must be identified in the notice of tax lien. The property appraiser must include with such notice information explaining why the owner is not entitled to the limitation, the years for which unpaid taxes are due, and the manner in which unpaid taxes have been calculated. Before such lien may be filed, the owner must be given 30 days within which to pay the taxes, penalties, and interest. Such lien is subject to s. 196.161(3).

Section 8. Paragraph (f) of subsection (1) of section 194.037, Florida Statutes, is amended to read:

194.037 Disclosure of tax impact.—

(1) After hearing all petitions, complaints, appeals, and disputes, the clerk shall make public notice of the findings and results of the board as provided in chapter 50. If published in the print edition of a newspaper, the notice must be in at least a quarter-page size advertisement of a standard size or tabloid size newspaper, and the headline shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall be published in a newspaper in the county. The newspaper selected shall be one of general interest and readership in the community pursuant to chapter 50. For all advertisements published pursuant to this section, the headline shall read: TAX IMPACT OF VALUE ADJUSTMENT BOARD. The public notice shall list the members of the value adjustment board and the taxing authorities to which they are elected. The form shall show, in columnar form, for each of the property classes listed under subsection (2), the following information, with appropriate column totals:

(f) In the sixth column, the net change in taxable value from the property appraiser's assessor's initial roll which results from board decisions.

Section 9. Present paragraphs (b) through (e) of subsection (9) of section 196.011, Florida Statutes, are redesignated as paragraphs (c) through (f), respectively, a new paragraph (b) is added to that subsection, and paragraph (a) of that subsection is amended, to read:

196.011 Annual application required for exemption.—

(9)(a) A county may, at the request of the property appraiser and by a majority vote of its governing body, waive the requirement that an annual application or statement be made for exemption of property within the county after an initial application is made and the exemption granted. The waiver under this subsection of the annual application or statement requirement applies to all exemptions under this chapter except the exemption under s. 196.1995. Notwithstanding such waiver, refileing of an application or statement shall be required when any property granted an exemption is sold or otherwise disposed of, when the ownership changes in any manner, when the applicant for homestead exemption ceases to use the property as his or her homestead, or when the status of the owner changes so as to change the exempt status of the property. In its deliberations on whether to waive the annual application or statement requirement, the governing body shall consider the possibility of fraudulent exemption claims which may occur due to the waiver of the annual application requirement. The owner of any property granted an exemption who is not required to file an annual application or statement shall notify the property appraiser promptly whenever the use of the property or the status or condition of the owner changes so as to change the exempt status of the property. If any property owner fails to so notify the property appraiser and the property appraiser determines that for any year within the prior 10 years the owner was not entitled to receive such exemption, the owner of the property is subject to the taxes exempted as a result of such failure plus 15 percent interest per annum and a penalty of 50 percent of the taxes exempted. Except for homestead exemptions controlled by s. 196.161, the property appraiser making such determination shall record in the public records of the county a notice of tax lien against any property owned by that person or entity in the county, and such property must be identified in the notice of tax lien. Except as provided in paragraph (b), such property is subject to the payment of all taxes and penalties. Such lien when filed shall attach to any property, identified in the notice of tax lien, owned by the person who illegally or improperly received the exemption. If such person no longer owns property in that county but owns property in some other county or counties in the state, the property appraiser shall record a notice of tax lien in such other county or counties, identifying the property owned by such person or entity in such county or counties, and it shall become a lien against such property in such county or counties. Before a lien may be filed, the person or entity so notified must be given 30 days to pay the taxes.

(b) If a homestead exemption is granted as a result of a clerical mistake or omission by the property appraiser, the taxpayer may not be assessed a penalty or interest. Back taxes shall apply only as follows:

1. If the person who received the homestead exemption as a result of a clerical mistake or omission voluntarily discloses to the property appraiser that he or she was not entitled to the homestead exemption before the property appraiser notifies the owner of the mistake or omission, no back taxes shall be due.

2. If the person who received the homestead exemption as a result of a clerical mistake or omission does not voluntarily disclose to the property appraiser that he or she was not entitled to the homestead exemption before the property appraiser notifies the owner of the mistake or omission, back taxes shall be due for any year or years that the owner was not entitled to the limitation within the 5 years before the property appraiser notified the owner of the mistake or omission.

3. The property appraiser shall serve upon an owner that owes back taxes under subparagraph 2. a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and such property must be identified in the notice of tax lien. The property appraiser must include with such notice information explaining why the owner is not entitled to the limitation, the years for which unpaid taxes are due, and the manner in which unpaid taxes have been calculated. Before a lien may be filed, the person or entity so notified must be given 30 days to pay the taxes.

Section 10. Subsection (7) of section 196.031, Florida Statutes, is amended to read:

196.031 Exemption of homesteads.—

(7) When homestead property is damaged or destroyed by misfortune or calamity and the property is uninhabitable on January 1 after the damage or destruction occurs, the homestead exemption may be granted if the property is otherwise qualified and if the property owner notifies the property appraiser that he or she intends to repair or rebuild the property and live in the property as his or her primary residence after the property is repaired or rebuilt and does not claim a homestead exemption on any other property or otherwise violate this section. Failure by the property owner to commence the repair or rebuilding of the homestead property within ~~5~~ 3 years after January 1 following the property’s damage or destruction constitutes abandonment of the property as a homestead. After the ~~5-year~~ 3-year period, the expiration, lapse, nonrenewal, or revocation of a building permit issued to the property owner for such repairs or rebuilding also constitutes abandonment of the property as homestead.

Section 11. Subsection (9) of section 196.075, Florida Statutes, is amended to read:

196.075 Additional homestead exemption for persons 65 and older.—

(9)(a) If the property appraiser determines that for any year within the immediately previous 10 years a person who was not entitled to the additional homestead exemption under this section was granted such an exemption, the property appraiser shall serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property that is owned by the

taxpayer and is situated in this state is subject to the taxes exempted by the improper homestead exemption, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. Before any such lien may be filed, the owner must be given 30 days within which to pay the taxes, penalties, and interest. Such a lien is subject to the procedures and provisions set forth in s. 196.161(3).

(b) However, If the additional homestead such an exemption under this section is improperly granted as a result of a clerical mistake or omission by the property appraiser, the person who improperly received the exemption may not be assessed a penalty and interest. Back taxes shall apply only as follows:

1. If the person who received the additional homestead exemption under this section as a result of a clerical mistake or omission voluntarily discloses to the property appraiser that he or she was not entitled to the homestead exemption before the property appraiser notifies the owner of the mistake or omission, no back taxes shall be due.

2. If the person who received the additional homestead exemption under this section as a result of a clerical mistake or omission does not voluntarily disclose to the property appraiser that he or she was not entitled to the homestead exemption before the property appraiser notifies the owner of the mistake or omission, back taxes shall be due for any year or years that the owner was not entitled to the limitation within the 5 years before the property appraiser notified the owner of the mistake or omission.

3. The property appraiser shall serve upon an owner that owes back taxes under subparagraph 2. a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and such property must be identified in the notice of tax lien. The property appraiser must include with such notice information explaining why the owner is not entitled to the limitation, the years for which unpaid taxes are due, and the manner in which unpaid taxes have been calculated. Before any such lien may be filed, the owner must be given 30 days within which to pay the taxes, penalties, and interest. Such a lien is subject to the procedures and provisions set forth in s. 196.161(3).

Section 12. Paragraph (b) of subsection (1) of section 196.161, Florida Statutes, is amended to read:

196.161 Homestead exemptions; lien imposed on property of person claiming exemption although not a permanent resident.—

(1)

(b)1. In addition, upon determination by the property appraiser that for any year or years within the prior 10 years a person who was not entitled to a homestead exemption was granted a homestead exemption from ad valorem taxes, it shall be the duty of the property appraiser making such

determination to serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and such property shall be identified in the notice of tax lien. The property appraiser must include with such notice served upon the owner information explaining why the owner is not entitled to the homestead exemption; for which years unpaid taxes, penalties, and interest are due; and how unpaid taxes, penalties, and interest have been calculated. Such property which is situated in this state shall be subject to the taxes exempted thereby, plus a penalty of 50 percent of the unpaid taxes for each year and 15 percent interest per annum. Before any such lien may be filed, the owner so notified must be given 30 days to pay the taxes, penalties, and interest.

2. However, If a homestead exemption is improperly granted as a result of a clerical mistake or an omission by the property appraiser, the person improperly receiving the exemption shall not be assessed penalty and interest. Before any such lien may be filed, the owner so notified must be given 30 days to pay the taxes, penalties, and interest. Back taxes shall apply only as follows:

a. If the person who received the homestead exemption as a result of a clerical mistake or omission voluntarily discloses to the property appraiser that he or she was not entitled to the homestead exemption before the property appraiser notifies the owner of the mistake or omission, no back taxes shall be due.

b. If the person who received the homestead exemption as a result of a clerical mistake or omission does not voluntarily disclose to the property appraiser that he or she was not entitled to the homestead exemption before the property appraiser notifies the owner of the mistake or omission, back taxes shall be due for any year or years that the owner was not entitled to the limitation within the 5 years before the property appraiser notified the owner of the mistake or omission.

c. The property appraiser shall serve upon an owner that owes back taxes under sub-subparagraph b. a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and such property must be identified in the notice of tax lien. The property appraiser must include with such notice information explaining why the owner is not entitled to the limitation, the years for which unpaid taxes are due, and the manner in which unpaid taxes have been calculated.

Section 13. Effective upon becoming a law, subsection (3) of section 196.1978, Florida Statutes, is amended to read:

196.1978 Affordable housing property exemption.—

(3)(a) As used in this subsection, the term:

1. “Corporation” means the Florida Housing Finance Corporation.

2. “Newly constructed” means an improvement to real property which was substantially completed within 5 years before the date of an applicant’s first submission of a request for a certification notice or an application for an exemption pursuant to this subsection section, whichever is earlier.

3. “Substantially completed” has the same meaning as in s. 192.042(1).

(b) Notwithstanding ss. 196.195 and 196.196, portions of property in a multifamily project are considered property used for a charitable purpose and are eligible to receive an ad valorem property tax exemption if such portions meet all of the following conditions:

1. Provide affordable housing to natural persons or families meeting the income limitations provided in paragraph (d);⁵

2.a. Are within a newly constructed multifamily project that contains more than 70 units dedicated to housing natural persons or families meeting the income limitations provided in paragraph (d); or

b. Are within a newly constructed multifamily project in an area of critical state concern, as designated by s. 380.0552 or chapter 28-36, Florida Administrative Code, which contains more than 10 units dedicated to housing natural persons or families meeting the income limitations provided in paragraph (d). and

3. Are rented for an amount that does not exceed the amount as specified by the most recent multifamily rental programs income and rent limit chart posted by the corporation and derived from the Multifamily Tax Subsidy Projects Income Limits published by the United States Department of Housing and Urban Development or 90 percent of the fair market value rent as determined by a rental market study meeting the requirements of paragraph (l) ~~(m)~~, whichever is less.

(c) If a unit that in the previous year received ~~qualified for~~ the exemption under this subsection and was occupied by a tenant is vacant on January 1, the vacant unit is eligible for the exemption if the use of the unit is restricted to providing affordable housing that would otherwise meet the requirements of this subsection and a reasonable effort is made to lease the unit to eligible persons or families.

(d)1. The property appraiser shall exempt:

a. Seventy-five percent of the assessed value of the units in multifamily projects that meet the requirements of this subsection and are ~~Qualified~~ property used to house natural persons or families whose annual household income is greater than 80 percent but not more than 120 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within

the county in which the person or family resides; ~~and, must receive an ad valorem property tax exemption of 75 percent of the assessed value.~~

b.2. From ad valorem property taxes the units in multifamily projects that meet the requirements of this subsection and are Qualified property used to house natural persons or families whose annual household income does not exceed 80 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides, is exempt from ad valorem property taxes.

2. When determining the value of a unit for purposes of applying an exemption pursuant to this paragraph, the property appraiser must include in such valuation the proportionate share of the residential common areas, including the land, fairly attributable to such unit.

(e) To be eligible to receive an exemption under this subsection, a property owner must submit an application on a form prescribed by the department by March 1 for the exemption, accompanied by a certification notice from the corporation to the property appraiser. The property appraiser shall review the application and determine whether the applicant meets all of the requirements of this subsection and is entitled to an exemption. A property appraiser may request and review additional information necessary to make such determination. A property appraiser may grant an exemption only for a property for which the corporation has issued a certification notice and which the property appraiser determines is entitled to an exemption.

(f) To receive a certification notice, a property owner must submit a request to the corporation ~~for certification~~ on a form provided by the corporation which includes all of the following:

1. The most recently completed rental market study meeting the requirements of paragraph (l) ~~(m)~~.
2. A list of the units for which the property owner seeks an exemption.
3. The rent amount received by the property owner for each unit for which the property owner seeks an exemption. If a unit is vacant and qualifies for an exemption under paragraph (c), the property owner must provide evidence of the published rent amount for each vacant unit.
4. A sworn statement, under penalty of perjury, from the applicant restricting the property for a period of not less than 3 years to housing persons or families who meet the income limitations under this subsection.

(g) The corporation shall review the request for a certification notice and certify ~~whether a property that meets the eligibility criteria of paragraphs (b) and (c) this subsection.~~ A determination by the corporation regarding a request for a certification notice does not constitute a grant of an exemption pursuant to this subsection or final agency action pursuant to chapter 120.

1. If the corporation determines that the property meets the eligibility criteria for an exemption under this subsection, the corporation must send a certification notice to the property owner and the property appraiser.

2. If the corporation determines that the property does not meet the eligibility criteria, the corporation must notify the property owner and include the reasons for such determination.

(h) The corporation shall post on its website the deadline to submit a request for a certification notice. The deadline must allow adequate time for a property owner to submit a timely application for exemption to the property appraiser.

~~(i) The property appraiser shall review the application and determine if the applicant is entitled to an exemption. A property appraiser may grant an exemption only for a property for which the corporation has issued a certification notice.~~

(j) If the property appraiser determines that for any year during the immediately previous 10 years a person who was not entitled to an exemption under this subsection was granted such an exemption, the property appraiser must serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property owned by the taxpayer and situated in this state is subject to the taxes exempted by the improper exemption, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. If an exemption is improperly granted as a result of a clerical mistake or an omission by the property appraiser, the property owner improperly receiving the exemption may not be assessed a penalty or interest.

~~(j)(k)~~ Units subject to an agreement with the corporation pursuant to chapter 420 recorded in the official records of the county in which the property is located to provide housing to natural persons or families meeting the extremely-low-income, very-low-income, or low-income limits specified in s. 420.0004 are not eligible for this exemption.

~~(k)(l)~~ Property receiving an exemption pursuant to s. 196.1979 or units used as a transient public lodging establishment as defined in s. 509.013 are is not eligible for this exemption.

~~(l)(m)~~ A rental market study submitted as required by subparagraph (f) 1. paragraph (f) must identify the fair market value rent of each unit for which a property owner seeks an exemption. Only a certified general appraiser as defined in s. 475.611 may issue a rental market study. The certified general appraiser must be independent of the property owner who requests the rental market study. In preparing the rental market study, a certified general appraiser shall comply with the standards of professional practice pursuant to part II of chapter 475 and use comparable property

within the same geographic area and of the same type as the property for which the exemption is sought. A rental market study must have been completed within 3 years before submission of the application.

~~(m)(n)~~ The corporation may adopt rules to implement this section.

~~(n)(e)~~ This subsection first applies to the 2024 tax roll and is repealed December 31, 2059.

Section 14. Effective upon becoming a law, present subsections (6) and (7) of section 196.1979, Florida Statutes, are redesignated as subsections (8) and (9), respectively, new subsections (6) and (7) are added to that section, and paragraph (b) of subsection (1), subsection (2), paragraphs (d), (f), and (l) of subsection (3), and subsection (5) of that section are amended, to read:

196.1979 County and municipal affordable housing property exemption.

(1)

(b) Qualified property may receive an ad valorem property tax exemption of:

1. Up to 75 percent of the assessed value of each residential unit used to provide affordable housing if fewer than 100 percent of the multifamily project’s residential units are used to provide affordable housing meeting the requirements of this section.

2. Up to 100 percent of the assessed value of each residential unit used to provide affordable housing if 100 percent of the multifamily project’s residential units are used to provide affordable housing meeting the requirements of this section.

(2) If a residential unit that in the previous year received ~~qualified for~~ the exemption under this section and was occupied by a tenant is vacant on January 1, the vacant unit may qualify for the exemption under this section if the use of the unit is restricted to providing affordable housing that would otherwise meet the requirements of this section and a reasonable effort is made to lease the unit to eligible persons or families.

(3) An ordinance granting the exemption authorized by this section must:

(d) Require the local entity to verify and certify property that meets the requirements of the ordinance as qualified property and forward the certification to the property owner and the property appraiser. If the local entity denies the application for certification ~~exemption~~, it must notify the applicant and include reasons for the denial.

(f) Require the property owner to submit an application for exemption, on a form prescribed by the department, accompanied by the certification of

qualified property, to the property appraiser no later than the deadline specified in s. 196.011 March 1.

(1) Require the county or municipality to post on its website a list of certified properties receiving the exemption for the purpose of facilitating access to affordable housing.

(5) An ordinance adopted under this section must expire before the fourth January 1 after adoption; however, the board of county commissioners or the governing body of the municipality may adopt a new ordinance to renew the exemption. The board of county commissioners or the governing body of the municipality shall deliver a copy of an ordinance adopted under this section to the department and the property appraiser within 10 days after its adoption, but no later than January 1 of the year such exemption will take effect. If the ordinance expires or is repealed, the board of county commissioners or the governing body of the municipality must notify the department and the property appraiser within 10 days after its expiration or repeal, but no later than January 1 of the year the repeal or expiration of such exemption will take effect.

(6) The property appraiser shall review each application for exemption and determine whether the applicant meets all of the requirements of this section and is entitled to an exemption. A property appraiser may request and review additional information necessary to make such determination. A property appraiser may grant an exemption only for a property for which the local entity has certified as qualified property and which the property appraiser determines is entitled to an exemption.

(7) When determining the value of a unit for purposes of applying an exemption pursuant to this section, the property appraiser must include in such valuation the proportionate share of the residential common areas, including the land, fairly attributable to such unit.

Section 15. (1) The amendments made to s. 196.1978, Florida Statutes, by section 13 of this act and s. 196.1979, Florida Statutes, are intended to be remedial and clarifying in nature and apply retroactively to January 1, 2024.

(2) This section shall take effect upon becoming a law.

Section 16. Paragraph (o) is added to subsection (3) of section 196.1978, Florida Statutes, as amended by this act, and subsection (4) is added to that section, to read:

196.1978 Affordable housing property exemption.—

(3)

(o)1. Beginning with the 2025 tax roll, a taxing authority may elect, upon adoption of an ordinance or resolution approved by a two-thirds vote of the governing body, not to exempt property under sub-subparagraph (d)1.a.

located in a county specified pursuant to subparagraph 2., subject to the conditions of this paragraph.

2. A taxing authority must make a finding in the ordinance or resolution that the most recently published Shimberg Center for Housing Studies Annual Report, prepared pursuant to s. 420.6075, identifies that a county that is part of the jurisdiction of the taxing authority is within a metropolitan statistical area or region where the number of affordable and available units in the metropolitan statistical area or region is greater than the number of renter households in the metropolitan statistical area or region for the category entitled “0-120 percent AMI.”

3. An election made pursuant to this paragraph may apply only to the ad valorem property tax levies imposed within a county specified pursuant to subparagraph 2. by the taxing authority making the election.

4. The ordinance or resolution must take effect on the January 1 immediately succeeding adoption and shall expire on the second January 1 after the January 1 in which the ordinance or resolution takes effect. The ordinance or resolution may be renewed prior to its expiration pursuant to this paragraph.

5. The taxing authority proposing to make an election under this paragraph must advertise the ordinance or resolution or renewal thereof pursuant to the requirements of s. 50.011(1) prior to adoption.

6. The taxing authority must provide to the property appraiser the adopted ordinance or resolution or renewal thereof by the effective date of the ordinance or resolution or renewal thereof.

7. Notwithstanding an ordinance or resolution or renewal thereof adopted pursuant to this paragraph, a property owner of a multifamily project who was granted an exemption pursuant to sub-subparagraph (d)1.a. before the adoption or renewal of such ordinance or resolution may continue to receive such exemption for each subsequent consecutive year that the property owner applies for and is granted the exemption.

(4)(a) Notwithstanding ss. 196.195 and 196.196, property in a multifamily project that meets the requirements of this subsection is considered property used for a charitable purpose and is exempt from ad valorem tax beginning with the January 1 assessment immediately succeeding the date the property was placed in service allowing the property to be used as an affordable housing property that provides housing to natural persons or families meeting the extremely-low-income, very-low-income, or low-income limits specified in s. 420.0004.

(b) The multifamily project must:

1. Be composed of an improvement to land where an improvement did not previously exist or the construction of a new improvement where an old improvement was removed, which was substantially completed within 2

years before the first submission of an application for exemption under this subsection. For purposes of this subsection, the term “substantially completed” has the same definition as in s. 192.042(1).

2. Contain more than 70 units that are used to provide affordable housing to natural persons or families meeting the extremely-low-income, very-low-income, or low-income limits specified in s. 420.0004.

3. Be subject to a land use restriction agreement with the Florida Housing Finance Corporation recorded in the official records of the county in which the property is located that requires that the property be used for 99 years to provide affordable housing to natural persons or families meeting the extremely-low-income, very-low-income, low-income, or moderate-income limits specified in s. 420.0004. The agreement must include a provision for a penalty for ceasing to provide affordable housing under the agreement before the end of the agreement term that is equal to 100 percent of the total amount financed by the corporation multiplied by each year remaining in the agreement. The agreement may be terminated or modified without penalty if the exemption under this subsection is repealed.

The property is no longer eligible for this exemption if the property no longer serves extremely-low-income, very-low-income, low-income persons pursuant to the recorded agreement.

(c) To be eligible to receive the exemption under this subsection, the property owner must submit an application to the property appraiser by March 1. The property appraiser shall review the application and determine whether the applicant meets all of the requirements of this subsection and is entitled to an exemption. A property appraiser may request and review additional information necessary to make such determination.

(d)1. The property appraiser shall apply the exemption to those portions of the affordable housing property that provide housing to natural persons or families meeting the extremely-low-income, very-low-income, or low-income limits specified in s. 420.0004 before certifying the tax roll to the tax collector.

2. When determining the value of the portion of property used to provide affordable housing for purposes of applying an exemption pursuant to this subsection, the property appraiser must include in such valuation the proportionate share of the residential common areas, including the land, fairly attributable to such portion of property.

(e) If the property appraiser determines that for any year a person who was not entitled to an exemption under this subsection was granted such an exemption, the property appraiser must serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property owned by the taxpayer and situated in this state is subject to the taxes exempted by the improper

exemption, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. If an exemption is improperly granted as a result of a clerical mistake or an omission by the property appraiser, the property owner improperly receiving the exemption may not be assessed a penalty or interest.

(f) Property receiving an exemption pursuant to subsection (3) or s. 196.1979 is not eligible for this exemption.

(g) This subsection first applies to the 2026 tax roll.

Section 17. The amendments made by this act to ss. 193.155, 193.703, 196.011, 196.031, 196.075, and 196.161, Florida Statutes, first apply beginning with the 2025 property tax roll.

Section 18. Present subsections (6), (7), and (8) of section 201.08, Florida Statutes, are redesignated as subsections (7), (8), and (9), respectively, a new subsection (6) is added to that section, and paragraph (b) of subsection (1) of that section is republished, to read:

201.08 Tax on promissory or nonnegotiable notes, written obligations to pay money, or assignments of wages or other compensation; exception.—

(1)

(b) On mortgages, trust deeds, security agreements, or other evidences of indebtedness filed or recorded in this state, and for each renewal of the same, the tax shall be 35 cents on each \$100 or fraction thereof of the indebtedness or obligation evidenced thereby. Mortgages, including, but not limited to, mortgages executed without the state and recorded in the state, which incorporate the certificate of indebtedness, not otherwise shown in separate instruments, are subject to the same tax at the same rate. When there is both a mortgage, trust deed, or security agreement and a note, certificate of indebtedness, or obligation, the tax shall be paid on the mortgage, trust deed, or security agreement at the time of recordation. A notation shall be made on the note, certificate of indebtedness, or obligation that the tax has been paid on the mortgage, trust deed, or security agreement. If a mortgage, trust deed, security agreement, or other evidence of indebtedness is subsequently filed or recorded in this state to evidence an indebtedness or obligation upon which tax was paid under paragraph (a) or subsection (2), tax shall be paid on the mortgage, trust deed, security agreement, or other evidence of indebtedness on the amount of the indebtedness or obligation evidenced which exceeds the aggregate amount upon which tax was previously paid under this paragraph and under paragraph (a) or subsection (2). If the mortgage, trust deed, security agreement, or other evidence of indebtedness subject to the tax levied by this section secures future advances, as provided in s. 697.04, the tax shall be paid at the time of recordation on the initial debt or obligation secured, excluding future advances; at the time and so often as any future advance is made, the tax shall be paid on all sums then advanced regardless of where such advance is

made. Notwithstanding the aforesaid general rule, any increase in the amount of original indebtedness caused by interest accruing under an adjustable rate note or mortgage having an initial interest rate adjustment interval of not less than 6 months shall be taxable as a future advance only to the extent such increase is a computable sum certain when the document is executed. Failure to pay the tax shall not affect the lien for any such future advance given by s. 697.04, but any person who fails or refuses to pay such tax due by him or her is guilty of a misdemeanor of the first degree. The mortgage, trust deed, or other instrument shall not be enforceable in any court of this state as to any such advance unless and until the tax due thereon upon each advance that may have been made thereunder has been paid.

(6) For a home equity conversion mortgage as defined in 12 C.F.R. s. 1026.33(a), only the principal limit available to the borrower is subject to the tax imposed in this section. The maximum claim amount and the stated mortgage amount are not subject to the tax imposed in this section. As used in this subsection, the term “principal limit” means the gross amount of loan proceeds available to the borrower without consideration of any use restrictions. For purposes of this subsection, the tax must be calculated based on the principal limit amount determined at the time of closing as evidenced by the recorded mortgage or any supporting documents attached thereto.

Section 19. The amendment to s. 201.08, Florida Statutes, made by this act is intended to be remedial in nature and shall apply retroactively, but does not create a right to a refund or credit of any tax paid before the effective date of this act. For any home equity conversion mortgage recorded before the effective date of this act, the taxpayer may evidence the principal limit using related loan documents.

Section 20. Section 201.21, Florida Statutes, is amended to read:

201.21 Notes and other written obligations exempt under certain conditions.—

(1) There shall be exempt from all excise taxes imposed by this chapter all promissory notes, nonnegotiable notes, and other written obligations to pay money bearing date subsequent to July 1, 1955, hereinafter referred to as “principal obligations,” when the maker thereof shall pledge or deposit with the payee or holder thereof pursuant to any agreement commonly known as a wholesale warehouse mortgage agreement, as collateral security for the payment thereof, any collateral obligation or obligations, as hereinafter defined, provided all excise taxes imposed by this chapter upon or in respect to such collateral obligation or obligations shall have been paid. If the indebtedness evidenced by any such principal obligation shall be in excess of the indebtedness evidenced by such collateral obligation or obligations, the exemption provided by this ~~subsection~~ section shall not apply to the amount of such excess indebtedness; and, in such event, the excise taxes imposed by this chapter shall apply and be paid only in respect

to such excess of indebtedness of such principal obligation. The term “collateral obligation” as used in this subsection ~~section~~ means any note, bond, or other written obligation to pay money secured by mortgage, deed of trust, or other lien upon real or personal property. The pledging of a specific collateral obligation to secure a specific principal obligation, if required under the terms of the agreement, shall not invalidate the exemption provided by this subsection ~~section~~. The temporary removal of the document or documents representing one or more collateral obligations for a reasonable commercial purpose, for a period not exceeding 60 days, shall not invalidate the exemption provided by this subsection ~~section~~.

(2) There shall be exempt from all excise taxes imposed by this chapter all non-interest-bearing promissory notes, non-interest-bearing nonnegotiable notes, or non-interest-bearing written obligations to pay money, or assignments of salaries, wages, or other compensation made, executed, delivered, sold, transferred, or assigned in the state, and for each renewal of the same, of \$3,500 or less, when given by a customer to an alarm system contractor, as defined in s. 489.505, in connection with the sale of an alarm system as defined in s. 489.505.

Section 21. The amendments to s. 201.21, Florida Statutes, made by this act shall stand repealed on June 30, 2027, unless reviewed and saved from repeal through reenactment by the Legislature. If such amendments are not saved from repeal, the text of s. 201.21, Florida Statutes, shall revert to that in existence on June 30, 2024, except that any amendments to such text other than by this act shall be preserved and continue to operate to the extent that such amendments are not dependent upon the portions of text which expire pursuant to this section.

Section 22. Subsection (1) of section 206.9931, Florida Statutes, is amended to read:

206.9931 Administrative provisions.—

(1) Any person producing in, importing into, or causing to be imported into this state taxable pollutants for sale, use, or otherwise and who is not registered or licensed pursuant to other parts of this chapter is hereby required to register and become licensed for the purposes of this part. Such person shall register as either a producer or importer of pollutants and shall be subject to all applicable registration and licensing provisions of this chapter, as if fully set out in this part and made expressly applicable to the taxes imposed herein, including, but not limited to, ss. 206.02-206.025, 206.03, 206.04, and 206.05. For the purposes of this section, registrations required exclusively for this part shall be made within 90 days of July 1, 1986, for existing businesses, or before ~~prior to~~ the first production or importation of pollutants for businesses created after July 1, 1986. ~~The fee for registration shall be \$30.~~ Failure to timely register is a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

Section 23. Section 206.9955, Florida Statutes, is amended to read:

206.9955 Levy of natural gas fuel tax.—

(1) The motor fuel equivalent gallon means the following for:

(a) Compressed natural gas gallon: 5.66 pounds, or per each 126.67 cubic feet.

(b) Liquefied natural gas gallon: 6.06 pounds.

(c) Liquefied petroleum gas gallon: 1.35 gallons.

(2) ~~Effective January 1, 2026,~~ The following taxes shall be imposed:

(a) Upon each motor fuel equivalent gallon of natural gas fuel:

1. Effective January 1, 2026, and until December 31, 2026, an excise tax of 2 4 cents upon each motor fuel equivalent gallon of natural gas fuel.

2. Effective January 1, 2027, an excise tax of 4 cents.

(b) Upon each motor fuel equivalent gallon of natural gas fuel, which is designated as the “ninth-cent fuel tax”:

1. Effective January 1, 2026, and until December 31, 2026, an additional tax of 0.5 cents. 1 cent upon each motor fuel equivalent gallon of natural gas fuel, which is designated as the “ninth-cent fuel tax.”

2. Effective January 1, 2027, an additional tax of 1 cent.

(c) Upon each motor fuel equivalent gallon of natural gas fuel by each county, which is designated as the “local option fuel tax”:

1. Effective January 1, 2026, and until December 31, 2026, an additional tax of 0.5 cents. 1 cent on each motor fuel equivalent gallon of natural gas fuel by each county, which is designated as the “local option fuel tax.”

2. Effective January 1, 2027, an additional tax of 1 cent.

(d) An additional tax on each motor fuel equivalent gallon of natural gas fuel, which is designated as the “State Comprehensive Enhanced Transportation System Tax,” at a rate determined pursuant to this paragraph.

1. Before January 1, 2026, and each year thereafter, the department shall determine the tax rate applicable to the sale of natural gas fuel for the following 12-month period beginning January 1, rounded to the nearest tenth of a cent, by adjusting the tax rate of ~~2.9~~ 5.8 cents per gallon by the percentage change in the average of the Consumer Price Index issued by the United States Department of Labor for the most recent 12-month period ending September 30, compared to the base year average, which is the average for the 12-month period ending September 30, 2013.

2. Before January 1, 2027, and each year thereafter, the department shall determine the tax rate applicable to the sale of natural gas fuel for the following 12-month period beginning January 1, rounded to the nearest tenth of a cent, by adjusting the tax rate of 5.8 cents per gallon by the percentage change in the average of the Consumer Price Index issued by the United States Department of Labor for the most recent 12-month period ending September 30, compared to the base year average, which is the average for the 12-month period ending September 30, 2013.

(e)1. An additional tax is imposed on each motor fuel equivalent gallon of natural gas fuel for the privilege of selling natural gas fuel, at a rate determined pursuant to this subparagraph.

~~a. Before January 1, 2026, and each year thereafter, the department shall determine the tax rate applicable to the sale of natural gas fuel, rounded to the nearest tenth of a cent, for the following 12-month period beginning January 1, by adjusting the tax rate of 4.6 9.2 cents per gallon by the percentage change in the average of the Consumer Price Index issued by the United States Department of Labor for the most recent 12-month period ending September 30, compared to the base year average, which is the average for the 12-month period ending September 30, 2013.~~

b. Before January 1, 2027, and each year thereafter, the department shall determine the tax rate applicable to the sale of natural gas fuel, rounded to the nearest tenth of a cent, for the following 12-month period beginning January 1, by adjusting the tax rate of 9.2 cents per gallon by the percentage change in the average of the Consumer Price Index issued by the United States Department of Labor for the most recent 12-month period ending September 30, compared to the base year average, which is the average for the 12-month period ending September 30, 2013.

2. The department is authorized to adopt rules and publish forms to administer this paragraph.

(3) Unless otherwise provided by this chapter, the taxes specified in subsection (2) are imposed on natural gas fuel when it is placed into the fuel supply tank of a motor vehicle as defined in s. 206.01(23). The person liable for payment of the taxes imposed by this section is the person selling or supplying the natural gas fuel to the end user, for use in the fuel supply tank of a motor vehicle as defined in s. 206.01(23).

Section 24. For the purpose of incorporating the amendment made by this act to section 206.9955, Florida Statutes, in references thereto, subsections (1) and (4) of section 206.996, Florida Statutes, are reenacted to read:

206.996 Monthly reports by natural gas fuel retailers; deductions.—

(1) For the purpose of determining the amount of taxes imposed by s. 206.9955, each natural gas fuel retailer shall file beginning with February

2026, and each month thereafter, no later than the 20th day of each month, monthly reports electronically with the department showing information on inventory, purchases, nontaxable disposals, taxable uses, and taxable sales in gallons of natural gas fuel for the preceding month. However, if the 20th day of the month falls on a Saturday, Sunday, or federal or state legal holiday, a return must be accepted if it is electronically filed on the next succeeding business day. The reports must include, or be verified by, a written declaration stating that such report is made under the penalties of perjury. The natural gas fuel retailer shall deduct from the amount of taxes shown by the report to be payable an amount equivalent to 0.67 percent of the taxes on natural gas fuel imposed by s. 206.9955(2)(a) and (e), which deduction is allowed to the natural gas fuel retailer to compensate it for services rendered and expenses incurred in complying with the requirements of this part. This allowance is not deductible unless payment of applicable taxes is made on or before the 20th day of the month. This subsection may not be construed as authorizing a deduction from the constitutional fuel tax or the fuel sales tax.

(4) In addition to the allowance authorized by subsection (1), every natural gas fuel retailer is entitled to a deduction of 1.1 percent of the taxes imposed under s. 206.9955(2)(b) and (c), on account of services and expenses incurred due to compliance with the requirements of this part. This allowance may not be deductible unless payment of the tax is made on or before the 20th day of the month.

Section 25. For the purpose of incorporating the amendment made by this act to section 206.9955, Florida Statutes, in references thereto, section 206.997, Florida Statutes, is reenacted to read:

206.997 State and local alternative fuel user fee clearing trust funds; distribution.—

(1) Notwithstanding the provisions of s. 206.875, the revenues from the state natural gas fuel tax imposed by s. 206.9955(2)(a), (d), and (e) shall be deposited into the State Alternative Fuel User Fee Clearing Trust Fund. After deducting the service charges provided in s. 215.20, the proceeds in this trust fund shall be distributed as follows: the taxes imposed under s. 206.9955(2)(d) and (e) shall be transferred to the State Transportation Trust Fund and the tax imposed under s. 206.9955(2)(a) shall be distributed as follows: 50 percent shall be transferred to the State Board of Administration for distribution according to the provisions of s. 16, Art. IX of the State Constitution of 1885, as amended; 25 percent shall be transferred to the Revenue Sharing Trust Fund for Municipalities; and the remaining 25 percent shall be distributed using the formula contained in s. 206.60(1).

(2) Notwithstanding the provisions of s. 206.875, the revenues from the local natural gas fuel tax imposed by s. 206.9955(2)(b) and (c) shall be deposited into The Local Alternative Fuel User Fee Clearing Trust Fund. After deducting the service charges provided in s. 215.20, the proceeds in this trust fund shall be returned monthly to the appropriate county.

Section 26. Section 211.0254, Florida Statutes, is created to read:

211.0254 Child care tax credits.—Beginning January 1, 2024, there is allowed a credit pursuant to s. 402.261 against any tax imposed by the state due under s. 211.02 or s. 211.025. However, the combined credit allowed under this section and ss. 211.0251, 211.0252, and 211.0253 may not exceed 50 percent of the tax due on the return on which the credit is taken. If the combined credit allowed under the foregoing sections exceeds 50 percent of the tax due on the return, the credit must first be taken under s. 211.0251, then under s. 211.0253, then under s. 211.0252. Any remaining liability must be taken under this section but may not exceed 50 percent of the tax due. For purposes of the distributions of tax revenue under s. 211.06, the department shall disregard any tax credits allowed under this section to ensure that any reduction in tax revenue received which is attributable to the tax credits results only in a reduction in distributions to the General Revenue Fund. The provisions of s. 402.261 apply to the credit authorized by this section.

Section 27. Paragraph (d) of subsection (2) of section 212.0306, Florida Statutes, is amended to read:

212.0306 Local option food and beverage tax; procedure for levying; authorized uses; administration.—

(2)

(d) Sales in cities or towns presently imposing a municipal resort tax as authorized by chapter 67-930, Laws of Florida, are exempt from the taxes authorized by subsection (1); however, the tax authorized by paragraph (1)(b) may be levied in such city or town if the governing authority of the city or town adopts an ordinance that is subsequently approved by a majority of the registered electors in such city or town voting in at a referendum held at a general election as defined in s. 97.021. Any tax levied in a city or town pursuant to this paragraph takes effect on the first day of January following the general election in which the ordinance was approved. A referendum to reenact an expiring tax authorized under this paragraph must be held at a general election occurring within the 48-month period immediately preceding the effective date of the reenacted tax, and the referendum may appear on the ballot only once within the 48-month period.

Section 28. Paragraphs (a) and (c) of subsection (1) of section 212.05, Florida Statutes, are amended to read:

212.05 Sales, storage, use tax.—It is hereby declared to be the legislative intent that every person is exercising a taxable privilege who engages in the business of selling tangible personal property at retail in this state, including the business of making or facilitating remote sales; who rents or furnishes any of the things or services taxable under this chapter; or who stores for use or consumption in this state any item or article of tangible

personal property as defined herein and who leases or rents such property within the state.

(1) For the exercise of such privilege, a tax is levied on each taxable transaction or incident, which tax is due and payable as follows:

(a)1.a. At the rate of 6 percent of the sales price of each item or article of tangible personal property when sold at retail in this state, computed on each taxable sale for the purpose of remitting the amount of tax due the state, and including each and every retail sale.

b. Each occasional or isolated sale of an aircraft, boat, mobile home, or motor vehicle of a class or type which is required to be registered, licensed, titled, or documented in this state or by the United States Government shall be subject to tax at the rate provided in this paragraph. The department shall by rule adopt any nationally recognized publication for valuation of used motor vehicles as the reference price list for any used motor vehicle which is required to be licensed pursuant to s. 320.08(1), (2), (3)(a), (b), (c), or (e), or (9). If any party to an occasional or isolated sale of such a vehicle reports to the tax collector a sales price which is less than 80 percent of the average loan price for the specified model and year of such vehicle as listed in the most recent reference price list, the tax levied under this paragraph shall be computed by the department on such average loan price unless the parties to the sale have provided to the tax collector an affidavit signed by each party, or other substantial proof, stating the actual sales price. Any party to such sale who reports a sales price less than the actual sales price is guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. The department shall collect or attempt to collect from such party any delinquent sales taxes. In addition, such party shall pay any tax due and any penalty and interest assessed plus a penalty equal to twice the amount of the additional tax owed. Notwithstanding any other provision of law, the Department of Revenue may waive or compromise any penalty imposed pursuant to this subparagraph.

2. This paragraph does not apply to the sale of a boat or aircraft by or through a registered dealer under this chapter to a purchaser who, at the time of taking delivery, is a nonresident of this state, does not make his or her permanent place of abode in this state, and is not engaged in carrying on in this state any employment, trade, business, or profession in which the boat or aircraft will be used in this state, or is a corporation none of the officers or directors of which is a resident of, or makes his or her permanent place of abode in, this state, or is a noncorporate entity that has no individual vested with authority to participate in the management, direction, or control of the entity's affairs who is a resident of, or makes his or her permanent abode in, this state. For purposes of this exemption, either a registered dealer acting on his or her own behalf as seller, a registered dealer acting as broker on behalf of a seller, or a registered dealer acting as broker on behalf of the nonresident purchaser may be deemed to be the selling dealer. This exemption is shall not be allowed unless:

a. The nonresident purchaser removes a qualifying boat, as described in sub-subparagraph f., from ~~this the~~ state within 90 days after the date of purchase or extension, or the nonresident purchaser removes a nonqualifying boat or an aircraft from this state within 10 days after the date of purchase or, when the boat or aircraft is repaired or altered, within 20 days after completion of the repairs or alterations; or if the aircraft will be registered in a foreign jurisdiction and:

(I) Application for the aircraft's registration is properly filed with a civil airworthiness authority of a foreign jurisdiction within 10 days after the date of purchase;

(II) The nonresident purchaser removes the aircraft from ~~this the~~ state to a foreign jurisdiction within 10 days after the date the aircraft is registered by the applicable foreign airworthiness authority; and

(III) The aircraft is operated in ~~this the~~ state solely to remove it from ~~this the~~ state to a foreign jurisdiction.

For purposes of this sub-subparagraph, the term "foreign jurisdiction" means any jurisdiction outside of the United States or any of its territories;

b. The nonresident purchaser, within 90 days ~~after from~~ the date of departure, provides the department with written proof that the nonresident purchaser licensed, registered, titled, or documented the boat or aircraft outside ~~this the~~ state. If such written proof is unavailable, within 90 days the nonresident purchaser ~~must shall~~ provide proof that the nonresident purchaser applied for such license, title, registration, or documentation. The nonresident purchaser shall forward to the department proof of title, license, registration, or documentation upon receipt;

c. The nonresident purchaser, within 30 days after removing the boat or aircraft from ~~this state~~ Florida, furnishes the department with proof of removal in the form of receipts for fuel, dockage, slippage, tie-down, or hanging from outside of Florida. The information so provided must clearly and specifically identify the boat or aircraft;

d. The selling dealer, within 30 days after the date of sale, provides to the department a copy of the sales invoice, closing statement, bills of sale, and the original affidavit signed by the nonresident purchaser ~~affirming attesting that the nonresident purchaser qualifies for exemption from sales tax pursuant to this subparagraph and attesting that the nonresident purchaser will provide the documentation required to substantiate the exemption claimed under he or she has read the provisions of this subparagraph section;~~

e. The seller makes a copy of the affidavit a part of his or her record for as long as required by s. 213.35; and

f. Unless the nonresident purchaser of a boat of 5 net tons of admeasurement or larger intends to remove the boat from this state within

10 days after the date of purchase or when the boat is repaired or altered, within 20 days after completion of the repairs or alterations, the nonresident purchaser applies to the selling dealer for a decal which authorizes 90 days after the date of purchase for removal of the boat. The nonresident purchaser of a qualifying boat may apply to the selling dealer within 60 days after the date of purchase for an extension decal that authorizes the boat to remain in this state for an additional 90 days, but not more than a total of 180 days, before the nonresident purchaser is required to pay the tax imposed by this chapter. The department is authorized to issue decals in advance to dealers. The number of decals issued in advance to a dealer shall be consistent with the volume of the dealer's past sales of boats which qualify under this sub-subparagraph. The selling dealer or his or her agent shall mark and affix the decals to qualifying boats in the manner prescribed by the department, before delivery of the boat.

(I) The department is hereby authorized to charge dealers a fee sufficient to recover the costs of decals issued, except the extension decal shall cost \$425.

(II) The proceeds from the sale of decals will be deposited into the administrative trust fund.

(III) Decals shall display information to identify the boat as a qualifying boat under this sub-subparagraph, including, but not limited to, the decal's date of expiration.

(IV) The department is authorized to require dealers who purchase decals to file reports with the department and may prescribe all necessary records by rule. All such records are subject to inspection by the department.

(V) Any dealer or his or her agent who issues a decal falsely, fails to affix a decal, mismarks the expiration date of a decal, or fails to properly account for decals will be considered prima facie to have committed a fraudulent act to evade the tax and will be liable for payment of the tax plus a mandatory penalty of 200 percent of the tax, and shall be liable for fine and punishment as provided by law for a conviction of a misdemeanor of the first degree, as provided in s. 775.082 or s. 775.083.

(VI) Any nonresident purchaser of a boat who removes a decal before permanently removing the boat from ~~this~~ the state, or defaces, changes, modifies, or alters a decal in a manner affecting its expiration date before its expiration, or who causes or allows the same to be done by another, will be considered prima facie to have committed a fraudulent act to evade the tax and will be liable for payment of the tax plus a mandatory penalty of 200 percent of the tax, and shall be liable for fine and punishment as provided by law for a conviction of a misdemeanor of the first degree, as provided in s. 775.082 or s. 775.083.

(VII) The department is authorized to adopt rules necessary to administer and enforce this subparagraph and to publish the necessary forms and instructions.

(VIII) The department is hereby authorized to adopt emergency rules pursuant to s. 120.54(4) to administer and enforce the provisions of this subparagraph.

If the nonresident purchaser fails to remove the qualifying boat from this state within the maximum 180 days after purchase or a nonqualifying boat or an aircraft from this state within 10 days after purchase or, when the boat or aircraft is repaired or altered, within 20 days after completion of such repairs or alterations, or permits the boat or aircraft to return to this state within 6 months after ~~from~~ the date of departure, except as provided in s. 212.08(7)(fff), or if the nonresident purchaser fails to furnish the department with any of the documentation required by this subparagraph within the prescribed time period, the nonresident purchaser is ~~shall be~~ liable for use tax on the cost price of the boat or aircraft and, in addition thereto, payment of a penalty to the Department of Revenue equal to the tax payable. This penalty is ~~shall be~~ in lieu of the penalty imposed by s. 212.12(2). The maximum 180-day period following the sale of a qualifying boat tax-exempt to a nonresident may not be tolled for any reason.

(c) At the rate of 6 percent of the gross proceeds derived from the lease or rental of tangible personal property, as defined herein; however, the following special provisions apply to the lease or rental of motor vehicles and to peer-to-peer car-sharing programs:

1. When a motor vehicle is leased or rented by a motor vehicle rental company or through a peer-to-peer car-sharing program as those terms are defined in s. 212.0606(1) for a period of less than 12 months:

a. If the motor vehicle is rented in Florida, the entire amount of such rental is taxable, even if the vehicle is dropped off in another state.

b. If the motor vehicle is rented in another state and dropped off in Florida, the rental is exempt from Florida tax.

c. If the motor vehicle is rented through a peer-to-peer car-sharing program, the peer-to-peer car-sharing program shall collect and remit the applicable tax due in connection with the rental.

2. Except as provided in subparagraph 3., for the lease or rental of a motor vehicle for a period of not less than 12 months, sales tax is due on the lease or rental payments if the vehicle is registered in this state; provided, however, that no tax shall be due if the taxpayer documents use of the motor vehicle outside this state and tax is being paid on the lease or rental payments in another state.

3. The tax imposed by this chapter does not apply to the lease or rental of a commercial motor vehicle as defined in s. 316.003(14)(a) to one lessee or

rentee, or of a motor vehicle as defined in s. 316.003 which is to be used primarily in the trade or established business of the lessee or rentee, for a period of not less than 12 months when tax was paid on the purchase price of such vehicle by the lessor. To the extent tax was paid with respect to the purchase of such vehicle in another state, territory of the United States, or the District of Columbia, the Florida tax payable shall be reduced in accordance with s. 212.06(7). This subparagraph shall only be available when the lease or rental of such property is an established business or part of an established business or the same is incidental or germane to such business.

Section 29. Effective upon this act becoming a law, paragraph (b) of subsection (2) and paragraph (a) of subsection (3) of section 212.054, Florida Statutes, are amended, and subsection (9) is added to that section, to read:

212.054 Discretionary sales surtax; limitations, administration, and collection.—

(2)

(b) However:

1. The sales amount above \$5,000 on any item of tangible personal property shall not be subject to the surtax. However, charges for prepaid calling arrangements, as defined in s. 212.05(1)(e)1.a., shall be subject to the surtax. For purposes of administering the \$5,000 limitation on an item of tangible personal property:

a. If two or more taxable items of tangible personal property are sold to the same purchaser at the same time and, under generally accepted business practice or industry standards or usage, are normally sold in bulk or are items that, when assembled, comprise a working unit or part of a working unit, such items must be considered a single item for purposes of the \$5,000 limitation when supported by a charge ticket, sales slip, invoice, or other tangible evidence of a single sale or rental.

b. The sale of a boat and the corresponding boat trailer, which trailer is identified as a motor vehicle as defined in s. 320.01(1), must be taxed as a single item when sold to the same purchaser, at the same time, and included in the same invoice.

2. In the case of utility services billed on or after the effective date of any such surtax, the entire amount of the charge for utility services shall be subject to the surtax. In the case of utility services billed after the last day the surtax is in effect, the entire amount of the charge on said items shall not be subject to the surtax. "Utility service," as used in this section, does not include any communications services as defined in chapter 202.

3. In the case of written contracts which are signed prior to the effective date of any such surtax for the construction of improvements to real property or for remodeling of existing structures, the surtax shall be paid by the

contractor responsible for the performance of the contract. However, the contractor may apply for one refund of any such surtax paid on materials necessary for the completion of the contract. Any application for refund shall be made no later than 15 months following initial imposition of the surtax in that county. The application for refund shall be in the manner prescribed by the department by rule. A complete application shall include proof of the written contract and of payment of the surtax. The application shall contain a sworn statement, signed by the applicant or its representative, attesting to the validity of the application. The department shall, within 30 days after approval of a complete application, certify to the county information necessary for issuance of a refund to the applicant. Counties are hereby authorized to issue refunds for this purpose and shall set aside from the proceeds of the surtax a sum sufficient to pay any refund lawfully due. Any person who fraudulently obtains or attempts to obtain a refund pursuant to this subparagraph, in addition to being liable for repayment of any refund fraudulently obtained plus a mandatory penalty of 100 percent of the refund, is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

4. In the case of any vessel, railroad, or motor vehicle common carrier entitled to partial exemption from tax imposed under this chapter pursuant to s. 212.08(4), (8), or (9), the basis for imposition of surtax shall be the same as provided in s. 212.08 and the ratio shall be applied each month to total purchases in this state of property qualified for proration which is delivered or sold in the taxing county to establish the portion used and consumed in intracounty movement and subject to surtax.

(3) For the purpose of this section, a transaction shall be deemed to have occurred in a county imposing the surtax when:

(a)1. The sale includes an item of tangible personal property, a service, or tangible personal property representing a service, and the item of tangible personal property, the service, or the tangible personal property representing the service is delivered within the county. If there is no reasonable evidence of delivery of a service, the sale of a service is deemed to occur in the county in which the purchaser accepts the bill of sale.

2. The sale of any motor vehicle or mobile home of a class or type which is required to be registered in this state or in any other state shall be deemed to have occurred only in the county identified as the residence address of the purchaser on the registration or title document for such property.

3. The sale of property under sub-subparagraph (2)(b)1.b. is deemed to occur in the county where the purchaser resides, as identified on the registration or title documents for such property.

(9) If there has been a final adjudication that any discretionary sales surtax enacted pursuant to ss. 212.054 and 212.055 was enacted, levied, collected, or otherwise found to be contrary to the Constitution of the United States or the State Constitution, this subsection applies. For purposes of this

subsection, a “final adjudication” is a final order of a court of competent jurisdiction from which no appeal can be taken or from which no appeal has been taken and the time for such appeal has expired.

(a) If such discretionary sales surtax has been collected, but not expended, any county, municipality, school board, or other entity that received funds from such surtax shall transfer the surtax proceeds, along with any interest earned upon such proceeds, to the department within 60 days from the date of the final adjudication. The department shall deposit all amounts received pursuant to this subsection in a separate account in the Discretionary Sales Surtax Clearing Trust Fund for that county for disposition as follows:

1. If there is no valid discretionary sales surtax being levied within the same county for which a discretionary sales surtax was found to be invalid as described in this subsection, 100 percent of such funds shall be held in reserve for appropriation in the General Appropriations Act that takes effect on the July 1 immediately following the transfer of such funds to the department under this paragraph.

2. If there is a valid discretionary sales surtax being levied within the same county for which a discretionary sales surtax was found to be invalid as described in this subsection:

a. Seventy-five percent of such funds shall be held in reserve for appropriation in the General Appropriations Act that takes effect on the July 1 preceding the discretionary sales surtax suspension in paragraph (b).

b. Twenty-five percent of such funds and all interest earned on all funds held in reserve under this sub-subparagraph shall be held in reserve for appropriation in the General Appropriations Act to be disposed of as provided in paragraph (b).

(b)1. If there are multiple valid discretionary sales surtaxes being levied within the same county for which a discretionary sales surtax was found to be invalid as described in this subsection, such surtaxes, other than the school capital outlay surtax authorized by s. 212.055(6), shall be temporarily suspended beginning October 1 of the calendar year following the calendar year the department receives such surtax proceeds under this paragraph, or January 1, 2025, whichever is later.

2. If there is only one valid discretionary sales surtax being levied within the same county for which a discretionary sales surtax was found to be invalid as described in this subsection, such surtax shall be temporarily suspended beginning October 1 of the calendar year following the calendar year the department receives such surtax proceeds.

3. The department shall continue to distribute moneys in the separate account in the Discretionary Sales Surtax Clearing Trust Fund for that county to such county, municipality, or school board in an amount equal to

that which would have been distributed pursuant to all legally levied surtaxes in such county under this section but for the temporary suspension of such surtaxes under this subsection.

4. A county, municipality, or school board that receives funds under this paragraph from a single surtax shall use the funds consistent with the use for which the tax that was temporarily suspended under subparagraph 2. was levied. In case of a suspension pursuant to subparagraph 1., a county shall apportion the funds among the uses of the temporarily suspended discretionary sales surtaxes in proportion to the discretionary sales surtax rates.

5. The temporary suspension of surtaxes under this paragraph shall end on the last day of the month preceding the first month the department estimates that the balance of the separate account within the Discretionary Sales Surtax Clearing Trust Fund for that county will be insufficient to fully make the distribution necessary under subparagraph 3. Any remaining undistributed surtax proceeds shall be transferred to the General Revenue Fund.

6. The department shall monitor the balance of proceeds transferred to the department under this subsection and shall estimate the month in which the temporary discretionary sales surtax suspension will end. At least two months prior to the expiration of the temporary surtax suspension under this paragraph, the department shall provide notice to affected dealers and the public of when the suspension will end.

(c) Subsection (5) does not apply to the temporary suspension of surtaxes provided for under this subsection.

(d) Notwithstanding s. 215.26, any person who would otherwise be entitled to a refund of a discretionary sales surtax that is found to be invalid under this subsection may file a claim for a refund pursuant to the procedures provided in the General Appropriations Act referenced in paragraph (a), to the extent such act provides for refunds. Such refund claim must be filed between July 1 and December 31 of the state fiscal year for such General Appropriations Act.

(e) This subsection expires June 30, 2030.

Section 30. Paragraph (a) of subsection (4) of section 212.055, Florida Statutes, is amended to read:

212.055 Discretionary sales surtaxes; legislative intent; authorization and use of proceeds.—It is the legislative intent that any authorization for imposition of a discretionary sales surtax shall be published in the Florida Statutes as a subsection of this section, irrespective of the duration of the levy. Each enactment shall specify the types of counties authorized to levy; the rate or rates which may be imposed; the maximum length of time the surtax may be imposed, if any; the procedure which must be followed to

secure voter approval, if required; the purpose for which the proceeds may be expended; and such other requirements as the Legislature may provide. Taxable transactions and administrative procedures shall be as provided in s. 212.054.

(4) INDIGENT CARE AND TRAUMA CENTER SURTAX.—

(a)1. The governing body in each county ~~that the government of which is not consolidated with that of one or more municipalities, which~~ has a population of at least 800,000 residents and is not authorized to levy a surtax under subsection (5), may levy, pursuant to an ordinance ~~either approved by an extraordinary vote of the governing body or~~ conditioned to take effect only upon approval by a majority vote of the electors of the county voting in a referendum, a discretionary sales surtax at a rate that may not exceed 0.5 percent.

2. ~~If the ordinance is conditioned on a referendum,~~ A statement that includes a brief and general description of the purposes to be funded by the surtax and that conforms to the requirements of s. 101.161 shall be placed on the ballot by the governing body of the county. The following questions shall be placed on the ballot:

FOR THE. . . .CENTS TAX
AGAINST THE. . . .CENTS TAX

3. The ordinance adopted by the governing body providing for the imposition of the surtax shall set forth a plan for providing health care services to qualified residents, as defined in subparagraph 4. Such plan and subsequent amendments to it shall fund a broad range of health care services for both indigent persons and the medically poor, including, but not limited to, primary care and preventive care as well as hospital care. The plan must also address the services to be provided by the Level I trauma center. It shall emphasize a continuity of care in the most cost-effective setting, taking into consideration both a high quality of care and geographic access. Where consistent with these objectives, it shall include, without limitation, services rendered by physicians, clinics, community hospitals, mental health centers, and alternative delivery sites, as well as at least one regional referral hospital where appropriate. It shall provide that agreements negotiated between the county and providers, including hospitals with a Level I trauma center, will include reimbursement methodologies that take into account the cost of services rendered to eligible patients, recognize hospitals that render a disproportionate share of indigent care, provide other incentives to promote the delivery of charity care, promote the advancement of technology in medical services, recognize the level of responsiveness to medical needs in trauma cases, and require cost containment including, but not limited to, case management. It must also provide that any hospitals that are owned and operated by government entities on May 21, 1991, must, as a condition of receiving funds under this subsection,

afford public access equal to that provided under s. 286.011 as to meetings of the governing board, the subject of which is budgeting resources for the rendition of charity care as that term is defined in the Florida Hospital Uniform Reporting System (FHURS) manual referenced in s. 408.07. The plan shall also include innovative health care programs that provide cost-effective alternatives to traditional methods of service delivery and funding.

4. For the purpose of this paragraph, the term “qualified resident” means residents of the authorizing county who are:

a. Qualified as indigent persons as certified by the authorizing county;

b. Certified by the authorizing county as meeting the definition of the medically poor, defined as persons having insufficient income, resources, and assets to provide the needed medical care without using resources required to meet basic needs for shelter, food, clothing, and personal expenses; or not being eligible for any other state or federal program, or having medical needs that are not covered by any such program; or having insufficient third-party insurance coverage. In all cases, the authorizing county is intended to serve as the payor of last resort; or

c. Participating in innovative, cost-effective programs approved by the authorizing county.

5. Moneys collected pursuant to this paragraph remain the property of the state and shall be distributed by the Department of Revenue on a regular and periodic basis to the clerk of the circuit court as ex officio custodian of the funds of the authorizing county. The clerk of the circuit court shall:

a. Maintain the moneys in an indigent health care trust fund;

b. Invest any funds held on deposit in the trust fund pursuant to general law;

c. Disburse the funds, including any interest earned, to any provider of health care services, as provided in subparagraphs 3. and 4., upon directive from the authorizing county. However, if a county has a population of at least 800,000 residents and has levied the surtax authorized in this paragraph, notwithstanding any directive from the authorizing county, on October 1 of each calendar year, the clerk of the court shall issue a check in the amount of \$6.5 million to a hospital in its jurisdiction that has a Level I trauma center or shall issue a check in the amount of \$3.5 million to a hospital in its jurisdiction that has a Level I trauma center if that county enacts and implements a hospital lien law in accordance with chapter 98-499, Laws of Florida. The issuance of the checks on October 1 of each year is provided in recognition of the Level I trauma center status and shall be in addition to the base contract amount received during fiscal year 1999-2000 and any additional amount negotiated to the base contract. If the hospital receiving funds for its Level I trauma center status requests such funds to be used to generate federal matching funds under Medicaid, the clerk of the

court shall instead issue a check to the Agency for Health Care Administration to accomplish that purpose to the extent that it is allowed through the General Appropriations Act; and

d. Prepare on a biennial basis an audit of the trust fund specified in sub-subparagraph a. Commencing February 1, 2004, such audit shall be delivered to the governing body and to the chair of the legislative delegation of each authorizing county.

6. Notwithstanding any other provision of this section, a county shall not levy local option sales surtaxes authorized in this paragraph and subsections (2) and (3) in excess of a combined rate of 1 percent.

Section 31. Paragraph (b) of subsection (1) and paragraph (b) of subsection (4) of section 212.11, Florida Statutes, are amended to read:

212.11 Tax returns and regulations.—

(1)

(b)1. For the purpose of ascertaining the amount of tax payable under this chapter, it shall be the duty of all dealers to file a return and remit the tax, on or before the 20th day of the month, to the department, upon forms prepared and furnished by it or in a format prescribed by it. Such return must show the rentals, admissions, gross sales, or purchases, as the case may be, arising from all leases, rentals, admissions, sales, or purchases taxable under this chapter during the preceding calendar month.

2. Notwithstanding subparagraph 1. and in addition to any extension or waiver ordered pursuant to s. 213.055, and except as provided in subparagraph 3., a dealer with a certificate of registration issued under s. 212.18 to engage in or conduct business in a county to which an emergency declaration applies in sub-subparagraph b. is granted an automatic 10-calendar-day extension after the due date for filing a return and remitting the tax if all of the following conditions are met:

a. The Governor has ordered or proclaimed a declaration of a state of emergency pursuant to s. 252.36.

b. The declaration is the first declaration for the event giving rise to the state of emergency or expands the counties covered by the initial state of emergency without extending or renewing the period of time covered by the first declaration of a state of emergency.

c. The first day of the period covered by the first declaration for the event giving rise to the state of emergency is within 5 business days before the 20th day of the month.

3. For purposes of subparagraph 2., a dealer who files a consolidated sales and use tax return will be considered to have a certificate of registration in a county to which an emergency declaration applies when

the central or main office of the consolidated account is in a county to which an emergency declaration applies.

(4)

(b)1. The amount of any estimated tax shall be due, payable, and remitted by electronic funds transfer by the 20th day of the month for which it is estimated. The difference between the amount of estimated tax paid and the actual amount of tax due under this chapter for such month shall be due and payable by the first day of the following month and remitted by electronic funds transfer by the 20th day thereof.

2. Notwithstanding subparagraph 1. and in addition to any extension or waiver ordered pursuant to s. 213.055, and except as provided in subparagraph 3., a dealer with a certificate of registration issued under s. 212.18 to engage in or conduct business in a county to which an emergency declaration applies in sub-subparagraph b. is granted an automatic 10-calendar-day extension after the due date for filing a return and remitting the tax if all of the following conditions are met:

a. The Governor has ordered or proclaimed a declaration of a state of emergency pursuant to s. 252.36.

b. The declaration is the first declaration for the event giving rise to the state of emergency or expands the counties covered by the initial state of emergency without extending or renewing the period of time covered by the first declaration of a state of emergency.

c. The first day of the period covered by the first declaration for the event giving rise to the state of emergency is within 5 business days before the 20th day of the month.

3. For purposes of subparagraph 2., a dealer who files a consolidated sales and use tax return will be considered to have a certificate of registration in a county to which an emergency declaration applies when the central or main office of the consolidated account is in a county to which an emergency declaration applies.

Section 32. Section 212.1835, Florida Statutes, is created to read:

212.1835 Child care tax credits.—Beginning January 1, 2024, there is allowed a credit pursuant to s. 402.261 against any tax imposed by the state and due under this chapter from a direct pay permit holder as a result of the direct pay permit held pursuant to s. 212.183. For purposes of the dealer's credit granted for keeping prescribed records, filing timely tax returns, and properly accounting and remitting taxes under s. 212.12, the amount of tax due used to calculate the credit must include any expenses or payments from a direct pay permit holder which give rise to a credit under s. 402.261. For purposes of the distributions of tax revenue under s. 212.20, the department shall disregard any tax credits allowed under this section to ensure that any reduction in tax revenue received which is attributable to the tax credits

results only in a reduction in distributions to the General Revenue Fund. The provisions of s. 402.261 apply to the credit authorized by this section. A dealer who claims a tax credit under this section must file his or her tax returns and pay his or her taxes by electronic means under s. 213.755.

Section 33. Paragraph (d) of subsection (6) of section 212.20, Florida Statutes, is amended to read:

212.20 Funds collected, disposition; additional powers of department; operational expense; refund of taxes adjudicated unconstitutionally collected.—

(6) Distribution of all proceeds under this chapter and ss. 202.18(1)(b) and (2)(b) and 203.01(1)(a)3. is as follows:

(d) The proceeds of all other taxes and fees imposed pursuant to this chapter or remitted pursuant to s. 202.18(1)(b) and (2)(b) shall be distributed as follows:

1. In any fiscal year, the greater of \$500 million, minus an amount equal to 4.6 percent of the proceeds of the taxes collected pursuant to chapter 201, or 5.2 percent of all other taxes and fees imposed pursuant to this chapter or remitted pursuant to s. 202.18(1)(b) and (2)(b) shall be deposited in monthly installments into the General Revenue Fund.

2. After the distribution under subparagraph 1., 8.9744 percent of the amount remitted by a sales tax dealer located within a participating county pursuant to s. 218.61 shall be transferred into the Local Government Half-cent Sales Tax Clearing Trust Fund. Beginning July 1, 2003, the amount to be transferred shall be reduced by 0.1 percent, and the department shall distribute this amount to the Public Employees Relations Commission Trust Fund less \$5,000 each month, which shall be added to the amount calculated in subparagraph 3. and distributed accordingly.

3. After the distribution under subparagraphs 1. and 2., 0.0966 percent shall be transferred to the Local Government Half-cent Sales Tax Clearing Trust Fund and distributed pursuant to s. 218.65.

4. After the distributions under subparagraphs 1., 2., and 3., 2.0810 percent of the available proceeds shall be transferred monthly to the Revenue Sharing Trust Fund for Counties pursuant to s. 218.215.

5. After the distributions under subparagraphs 1., 2., and 3., 1.3653 percent of the available proceeds shall be transferred monthly to the Revenue Sharing Trust Fund for Municipalities pursuant to s. 218.215. If the total revenue to be distributed pursuant to this subparagraph is at least as great as the amount due from the Revenue Sharing Trust Fund for Municipalities and the former Municipal Financial Assistance Trust Fund in state fiscal year 1999-2000, no municipality shall receive less than the amount due from the Revenue Sharing Trust Fund for Municipalities and the former Municipal Financial Assistance Trust Fund in state fiscal year

1999-2000. If the total proceeds to be distributed are less than the amount received in combination from the Revenue Sharing Trust Fund for Municipalities and the former Municipal Financial Assistance Trust Fund in state fiscal year 1999-2000, each municipality shall receive an amount proportionate to the amount it was due in state fiscal year 1999-2000.

6. Of the remaining proceeds:

a. In each fiscal year, the sum of \$29,915,500 shall be divided into as many equal parts as there are counties in the state, and one part shall be distributed to each county. The distribution among the several counties must begin each fiscal year on or before January 5th and continue monthly for a total of 4 months. If a local or special law required that any moneys accruing to a county in fiscal year 1999-2000 under the then-existing provisions of s. 550.135 be paid directly to the district school board, special district, or a municipal government, such payment must continue until the local or special law is amended or repealed. The state covenants with holders of bonds or other instruments of indebtedness issued by local governments, special districts, or district school boards before July 1, 2000, that it is not the intent of this subparagraph to adversely affect the rights of those holders or relieve local governments, special districts, or district school boards of the duty to meet their obligations as a result of previous pledges or assignments or trusts entered into which obligated funds received from the distribution to county governments under then-existing s. 550.135. This distribution specifically is in lieu of funds distributed under s. 550.135 before July 1, 2000.

b. The department shall distribute \$166,667 monthly to each applicant certified as a facility for a new or retained professional sports franchise pursuant to s. 288.1162. Up to \$41,667 shall be distributed monthly by the department to each certified applicant as defined in s. 288.11621 for a facility for a spring training franchise. However, not more than \$416,670 may be distributed monthly in the aggregate to all certified applicants for facilities for spring training franchises. Distributions begin 60 days after such certification and continue for not more than 30 years, except as otherwise provided in s. 288.11621. A certified applicant identified in this sub-subparagraph may not receive more in distributions than expended by the applicant for the public purposes provided in s. 288.1162(5) or s. 288.11621(3).

c. The department shall distribute up to \$83,333 monthly to each certified applicant as defined in s. 288.11631 for a facility used by a single spring training franchise, or up to \$166,667 monthly to each certified applicant as defined in s. 288.11631 for a facility used by more than one spring training franchise. Monthly distributions begin 60 days after such certification or July 1, 2016, whichever is later, and continue for not more than 20 years to each certified applicant as defined in s. 288.11631 for a facility used by a single spring training franchise or not more than 25 years to each certified applicant as defined in s. 288.11631 for a facility used by more than one spring training franchise. A certified applicant identified in

this sub-subparagraph may not receive more in distributions than expended by the applicant for the public purposes provided in s. 288.11631(3).

d. The department shall distribute \$15,333 monthly to the State Transportation Trust Fund.

e.(I) On or before July 25, 2021, August 25, 2021, and September 25, 2021, the department shall distribute \$324,533,334 in each of those months to the Unemployment Compensation Trust Fund, less an adjustment for refunds issued from the General Revenue Fund pursuant to s. 443.131(3)(e) 3. before making the distribution. The adjustments made by the department to the total distributions shall be equal to the total refunds made pursuant to s. 443.131(3)(e)3. If the amount of refunds to be subtracted from any single distribution exceeds the distribution, the department may not make that distribution and must subtract the remaining balance from the next distribution.

(II) Beginning July 2022, and on or before the 25th day of each month, the department shall distribute \$90 million monthly to the Unemployment Compensation Trust Fund.

(III) If the ending balance of the Unemployment Compensation Trust Fund exceeds \$4,071,519,600 on the last day of any month, as determined from United States Department of the Treasury data, the Office of Economic and Demographic Research shall certify to the department that the ending balance of the trust fund exceeds such amount.

(IV) This sub-subparagraph is repealed, and the department shall end monthly distributions under sub-sub-subparagraph (II), on the date the department receives certification under sub-sub-subparagraph (III).

f. Beginning July 1, 2023, in each fiscal year, the department shall distribute \$27.5 million to the Florida Agricultural Promotional Campaign Trust Fund under s. 571.26, for further distribution in accordance with s. 571.265. ~~This sub-subparagraph is repealed June 30, 2025.~~

7. All other proceeds must remain in the General Revenue Fund.

Section 34. Subsection (11) is added to section 213.21, Florida Statutes, to read:

213.21 Informal conferences; compromises.—

(11)(a) The department may consider a request to settle or compromise any tax, interest, penalty, or other liability under this section after the time to challenge an assessment or a denial of a refund under s. 72.011 has expired if the taxpayer demonstrates that the failure to initiate a timely challenge was due to any of the following:

1. The death or life-threatening injury or illness of:

- a. The taxpayer;
 - b. An immediate family member of the taxpayer; or
 - c. An individual with substantial responsibility for the management or control of the taxpayer.
2. An act of war or terrorism.
 3. A natural disaster, fire, or other catastrophic loss.
- (b) The department may not consider a request received more than 180 days after the time has expired for contesting it under s. 72.011.
- (c) Any decision by the department regarding a taxpayer's request to compromise or settle a liability under this subsection is not subject to review under chapter 120.

Section 35. Subsections (1), (3), and (6) of section 213.67, Florida Statutes, are amended to read:

213.67 Garnishment.—

(1) If a person is delinquent in the payment of any taxes, penalties, ~~and interest, costs, surcharges, and fees~~ owed to the department, the executive director or his or her designee may give notice of the amount of such delinquency by registered mail, by personal service, or by electronic means, including, but not limited to, facsimile transmissions, electronic data interchange, or use of the Internet, to all persons having in their possession or under their control any credits or personal property, exclusive of wages, belonging to the delinquent taxpayer, or owing any debts to such delinquent taxpayer at the time of receipt by them of such notice. Thereafter, any person ~~who has been~~ notified may not transfer or make any other disposition of such credits, other personal property, or debts until the executive director or his or her designee consents to a transfer or disposition or until 60 days after the receipt of such notice. However, the credits, other personal property, or debts that exceed the delinquent amount stipulated in the notice are not subject to this section, wherever held, if the taxpayer does not have a prior history of tax delinquencies. If during the effective period of the notice to withhold, any person so notified makes any transfer or disposition of the property or debts required to be withheld under this section, he or she is liable to the state for any indebtedness owed to the department by the person with respect to whose obligation the notice was given to the extent of the value of the property or the amount of the debts thus transferred or paid if, solely by reason of such transfer or disposition, the state is unable to recover the indebtedness of the person with respect to whose obligation the notice was given. If the delinquent taxpayer contests the intended levy in circuit court or under chapter 120, the notice under this section remains effective until that final resolution of the contest. Any financial institution receiving such notice ~~maintains will maintain~~ a right of setoff for any transaction involving a debit card occurring on or before the date of receipt of such notice.

(3) During the last 30 days of the 60-day period set forth in subsection (1), the executive director or his or her designee may levy upon such credits, other personal property, or debts. The levy must be accomplished by delivery of a notice of levy by registered mail, by personal service, or by electronic means, including, but not limited to, facsimile transmission or an electronic data exchange process using a web interface. Upon receipt of the notice of levy, ~~which~~ the person possessing the credits, other personal property, or debts must ~~shall~~ transfer them to the department or pay to the department the amount owed to the delinquent taxpayer.

(6)(a) Levy may be made under subsection (3) upon credits, other personal property, or debt of any person with respect to any unpaid tax, penalties, and interest, costs, surcharges, and fees authorized by law only after the executive director or his or her designee has notified such person in writing of the intention to make such levy.

(b) No less than 30 days before the day of the levy, the notice of intent to levy required under paragraph (a) must ~~shall~~ be given in person or sent by certified or registered mail to the person's last known address.

(c) The notice required in paragraph (a) must include a brief statement that sets forth in simple and nontechnical terms:

1. The provisions of this section relating to levy and sale of property;
2. The procedures applicable to the levy under this section;
3. The administrative and judicial appeals available to the taxpayer with respect to such levy and sale, and the procedures relating to such appeals; and
4. Any ~~The alternatives, if any,~~ available to taxpayers which could prevent levy on the property.

Section 36. Subsection (8) of section 220.02, Florida Statutes, is amended to read:

220.02 Legislative intent.—

(8) It is the intent of the Legislature that credits against either the corporate income tax or the franchise tax be applied in the following order: those enumerated in s. 631.828, those enumerated in s. 220.191, those enumerated in s. 220.181, those enumerated in s. 220.183, those enumerated in s. 220.182, those enumerated in s. 220.1895, those enumerated in s. 220.195, those enumerated in s. 220.184, those enumerated in s. 220.186, those enumerated in s. 220.1845, those enumerated in s. 220.19, those enumerated in s. 220.185, those enumerated in s. 220.1875, those enumerated in s. 220.1876, those enumerated in s. 220.1877, those enumerated in s. 220.1878, those enumerated in s. 220.193, those enumerated in former s. 288.9916, those enumerated in former s. 220.1899, those enumerated in former s. 220.194, those enumerated in s. 220.196, those enumerated in s.

220.198, those enumerated in s. 220.1915, those enumerated in s. 220.199, and those enumerated in s. 220.1991, and those enumerated in s. 220.1992.

Section 37. Effective upon this act becoming a law, paragraph (n) of subsection (1) and paragraph (c) of subsection (2) of section 220.03, Florida Statutes, are amended to read:

220.03 Definitions.—

(1) SPECIFIC TERMS.—When used in this code, and when not otherwise distinctly expressed or manifestly incompatible with the intent thereof, the following terms shall have the following meanings:

(n) “Internal Revenue Code” means the United States Internal Revenue Code of 1986, as amended and in effect on January 1, 2024 ~~2023~~, except as provided in subsection (3).

(2) DEFINITIONAL RULES.—When used in this code and neither otherwise distinctly expressed nor manifestly incompatible with the intent thereof:

(c) Any term used in this code has the same meaning as when used in a comparable context in the Internal Revenue Code and other statutes of the United States relating to federal income taxes, as such code and statutes are in effect on January 1, 2024 ~~2023~~. However, if subsection (3) is implemented, the meaning of a term shall be taken at the time the term is applied under this code.

Section 38. (1) The amendment made by this act to s. 220.03, Florida Statutes, operates retroactively to January 1, 2024.

(2) This section shall take effect upon becoming a law.

Section 39. Section 220.19, Florida Statutes, is amended to read:

220.19 Child care tax credits.—

(1) For taxable years beginning on or after January 1, 2024, there is allowed a credit pursuant to s. 402.261 against any tax due for a taxable year under this chapter after the application of any other allowable credits by the taxpayer. The credit must be earned pursuant to s. 402.261 on or before the date the taxpayer is required to file a return pursuant to s. 220.222. If the credit granted under this section is not fully used in any one year because of insufficient tax liability on the part of the corporation, the unused amount may be carried forward for a period not to exceed 5 years. The carryover credit may be used in a subsequent year when the tax imposed by this chapter for that year exceeds the credit for which the corporation is eligible in that year under this section after applying the other credits and unused carryovers in the order provided by s. 220.02(8).

(2) A taxpayer that files a consolidated return in this state as a member of an affiliated group under s. 220.131(1) may be allowed the credit on a consolidated return basis; however, the total credit taken by the affiliated group is subject to the limitation established under s. 402.261(2)(d). If a corporation receives a credit for child care facility startup costs, and the facility fails to operate for at least 5 years, a pro rata share of the credit must be repaid, in accordance with the formula:

$$A = C \times (1 - (N/60))$$

Where:

- (a) ~~“A” is the amount in dollars of the required repayment.~~
- (b) ~~“C” is the total credits taken by the corporation for child care facility startup costs.~~
- (c) ~~“N” is the number of months the facility was in operation.~~

~~This repayment requirement is inapplicable if the corporation goes out of business or can demonstrate to the department that its employees no longer want to have a child care facility.~~

(3) The provisions of s. 402.261 apply to the credit authorized by this section.

(4) If a taxpayer applies and is approved for a credit under s. 402.261 after timely requesting an extension to file under s. 220.222(2):

(a) The credit does not reduce the amount of tax due for purposes of the department’s determination as to whether the taxpayer was in compliance with the requirement to pay tentative taxes under ss. 220.222 and 220.32.

(b) The taxpayer’s noncompliance with the requirement to pay tentative taxes shall result in the revocation and rescindment of any such credit.

(c) The taxpayer shall be assessed for any taxes, penalties, or interest due from the taxpayer’s noncompliance with the requirement to pay tentative taxes.

(5) For purposes of calculating the underpayment of estimated corporate income taxes under s. 220.34, the final amount due is the amount after credits earned under this section are deducted. For purposes of determining if a penalty or interest under s. 220.34(2)(d)1. will be imposed for underpayment of estimated corporate income tax, a taxpayer may, after earning a credit under this section, reduce any estimated payment in that taxable year by the amount of the credit.

Section 40. Subsections (1) through (4) of section 220.1915, Florida Statutes, are amended to read:

220.1915 Credit for qualified railroad reconstruction or replacement expenditures.—

(1) For purposes of this section:

(a) “Qualified expenditures” means gross expenditures made in this state by a qualifying railroad during the taxable year in which the credit is claimed, provided such expenditures were made on track that was owned or leased by a qualifying railroad on the last day of the prior calendar year, and were:

1. For the maintenance, reconstruction, or replacement of railroad infrastructure, including track, roadbed, bridges, industrial leads and sidings, or track-related structures which were owned or leased by the qualifying railroad; or

2. For new construction by the qualifying railroad of industrial leads, switches, spurs and sidings, and extensions of existing sidings located in this state.

(b) “Qualifying railroad” means any ~~taxpayer that was a~~ Class II or Class III railroad operating in this state on the last day of the calendar year prior to the taxable year for which the credit is claimed, pursuant to the classifications in effect for that year as set by the United States Surface Transportation Board or its successor.

(2)(a) For taxable years beginning on or after January 1, 2023, a qualifying railroad is eligible for a credit against the tax imposed by this chapter if it has qualified expenditures in this state in the taxable year.

(b) The credit allowed under this section is equal to 50 percent of a qualifying railroad’s qualified expenditures incurred in this state in the taxable year, as limited by paragraph (c).

(c) The amount of the credit may not exceed the product of \$3,500 and the number of miles of railroad track owned or leased within this state by the qualifying railroad as of the end of the calendar year prior to the taxable year in which the qualified expenditures were incurred. The Department of Transportation shall certify to the department the number of miles of railroad track within this state that each qualifying railroad owned or leased on the last day of each calendar year. Such certification must be provided to the department no later than the last business day of January for the prior year ending December 31.

(3)(a) A qualifying railroad must submit to the department ~~with its return~~ an application including any documentation or information required by the department to demonstrate eligibility for the credit allowed under this section. Such application must specify the taxable year for which the credit is requested, and may be filed at any time during that taxable year once the qualifying expenditures have been made. The application must be

filed no later than May 1 of the year following the year in which the qualifying expenditures were made.

~~(b) Only one application may be filed per qualifying railroad per taxable year. If the qualifying railroad is not a taxpayer under this chapter, the qualifying railroad must submit the required application including any documentation or information required by the department directly to the department no later than May 1 of the calendar year following the year in which the qualified expenditures were made, in accordance with rules adopted by the department.~~

~~(c) The qualifying railroad must include an affidavit certifying that all information contained in the application is true and correct, and supporting documentation must include any relevant information, as determined by the rules of the department, to verify eligibility of qualified expenditures made in this state for the credit allowed under this section. The supporting documentation must include, but is not limited to, the following:~~

~~1. The number of track miles owned or leased in this state by the qualifying railroad on the last day of the prior calendar year. If this number is different than the number provided by the Department of Transportation under paragraph (2)(c), the department shall use the number of miles provided by the Department of Transportation to calculate the limitation for the credit under that paragraph.~~

~~2. The total amount and description of each qualified expenditure.~~

~~3. Financial receipts or other records necessary to verify the accuracy of the information submitted pursuant to this subsection.~~

~~4. If a copy of any Internal Revenue Service Form 8900, or its equivalent, is if such documentation was filed with the Internal Revenue Service for any credit under 26 U.S.C. s. 45G for which the federal credit related in whole or in part to the qualified expenditures in this state for which the credit is sought, such form shall be provided to the department within 60 days of submission to the Internal Revenue Service. Approval of this credit shall not be delayed until, or contingent upon, receipt of such form. The department shall retain such form for any qualifying railroad that is a taxpayer under this chapter along with records related to the credit until the taxable period covered by the form is no longer subject to review or audit by the department.~~

~~(d) If the qualifying railroad is a taxpayer under this chapter and the credit earned exceeds the taxpayer's liability under this chapter for that year, or if the qualifying railroad is not a taxpayer under this chapter, The department must issue a letter to the qualifying railroad within 30 days after receipt of the completed application indicating the amount of the approved credit available for carryover or transfer in accordance with subsection (4).~~

(e) The department may consult with the Department of Transportation regarding the qualifications, ownership, or classification of any qualifying railroad applying for a credit under this section. The Department of Transportation shall provide technical assistance, when requested by the department, on any technical audits performed pursuant to this section, in addition to providing the annual certification under paragraph (2)(c).

(4)(a) If the credit granted under this section is not fully used in any one taxable year because of insufficient tax liability on the part of the qualifying railroad, or because the qualifying railroad is not subject to tax under this chapter, the unused amount may be carried forward for a period not to exceed 5 taxable years or may be transferred in accordance with paragraph (b). The carryover or transferred credit may be used in the year approved or any of the 5 subsequent taxable years, when the tax imposed by this chapter for that taxable year exceeds the credit for which the qualifying railroad or transferee under paragraph (b) is eligible in that taxable year under this subsection, after applying the other credits and unused carryovers in the order provided by s. 220.02(8).

(b)1. The credit under this section may be transferred, in whole or in part:

a. By written agreement to a taxpayer subject to the tax under this chapter and that either transports property using the rail facilities of any the qualifying railroad or furnishes railroad-related property or services, as those terms are defined in 26 C.F.R. s. 1.45G-1(b), to any railroad operating in this state, or is a railroad, ~~as those terms are defined in 26 C.F.R. s. 1.45G-1(b);~~ and

b. At any time after receipt of approval in paragraph (3)(d), or during the 5 taxable years following the taxable year the credit was originally earned by the qualifying railroad.

2. The written agreement required for transfer under this paragraph shall:

a. Be filed jointly by the qualifying railroad and the transferee with the department within 30 days after the transfer, in accordance with rules adopted by the department; and

b. Contain all of the following information: the name, address, and taxpayer identification number for the qualifying railroad and the transferee; the amount of the credit being transferred; the taxable year in which the credit was originally earned by the qualifying railroad; and the remaining taxable years for which the credit may be claimed.

Section 41. Section 220.1992, Florida Statutes, is created to read:

220.1992 Individuals with Unique Abilities Tax Credit Program.—

(1) For purposes of this section, the term:

(a) “Qualified employee” means an individual who has a disability, as that term is defined in s. 413.801, and has been employed for at least 6 months by a qualified taxpayer.

(b) “Qualified taxpayer” means a taxpayer who employs a qualified employee at a business located in this state.

(2) For a taxable year beginning on or after January 1, 2024, a qualified taxpayer is eligible for a credit against the tax imposed by this chapter in an amount up to \$1,000 for each qualified employee such taxpayer employed during the taxable year. The tax credit shall equal one dollar for each hour the qualified employee worked during the taxable year, up to 1,000 hours.

(3)(a) The department may adopt rules governing the manner and form of applications for the tax credit and establishing requirements for the proper administration of the tax credit. The form must include an affidavit certifying that all information contained within the application is true and correct and must require the taxpayer to specify the number of qualified employees for whom a credit under this section is being claimed and the number of hours each qualified employee worked during the taxable year.

(b) The department must approve the tax credit prior to the taxpayer taking the credit on a return. The department must approve credits on a first-come, first-served basis. If the department determines that an application is incomplete, the department shall notify the taxpayer in writing and the taxpayer shall have 30 days after receiving such notification to correct any deficiency. If corrected in a timely manner, the application must be deemed completed as of the date the application was first submitted.

(c) A taxpayer may not claim a tax credit of more than \$10,000 under this section in any one taxable year.

(d) A taxpayer may carry forward any unused portion of a tax credit under this section for up to 5 taxable years. The carryover may be used in a subsequent year when the tax imposed by this chapter for such year exceeds the credit for such year under this section after applying the other credits and unused credit carryovers in the order provided in s. 220.02(8).

(4) The combined total amount of tax credits which may be granted under this section is \$5 million in each of state fiscal years 2024-2025, 2025-2026, and 2026-2027.

(5) The department may consult with the Department of Commerce and the Agency for Persons with Disabilities to determine if an individual is a qualified employee. The Department of Commerce and the Agency for Persons with Disabilities shall provide technical assistance, when requested by the department, on any such question.

Section 42. Present paragraphs (c) and (d) of subsection (2) of section 220.222, Florida Statutes, are redesignated as paragraphs (d) and (e), respectively, and a new paragraph (c) is added to that subsection, to read:

220.222 Returns; time and place for filing.—

(2)

(c) When a taxpayer has been granted an extension or extensions of time within which to file its federal income tax return for any taxable year due to a federally declared disaster that included locations within this state, and if the requirements of s. 220.32 are met, the due date of the return required under this code is automatically extended to 15 calendar days after the due date for such taxpayer's federal income tax return, including any extensions provided for such return for a federally declared disaster. Nothing in this paragraph affects the authority of the executive director to order an extension or waiver pursuant to s. 213.055(2).

Section 43. Section 374.986, Florida Statutes, is amended to read:

374.986 Taxing authority.—

(1) ~~The property appraiser tax assessor, tax collector, and board of county commissioners of each and every county in said district, shall, when requested by the board, prepare from their official records and deliver any and all information that may be from time to time requested from him or her or them or either of them by the board regarding the tax valuation, assessments, collection, and any other information regarding the levy, assessment, and collection of taxes in each of said counties.~~

(2) The board may annually assess and levy against the taxable property in the district a tax not to exceed one-tenth mill on the dollar for each year, and the proceeds from such tax shall be used by the district for all expenses of the district including the purchase price of right-of-way and other property. The board shall, on or before the 31st day of July of each year, prepare a tentative annual written budget of the district's expected income and expenditures. In addition, the board shall compute a proposed millage rate to be levied as taxes for that year upon the taxable property in the district for the purposes of said district. The proposed budget shall be submitted to the Department of Environmental Protection for its approval. Prior to adopting a final budget, the district shall comply with the provisions of s. 200.065, relating to the method of fixing millage, and shall fix the final millage rate by resolution of the district and shall also, by resolution, adopt a final budget pursuant to chapter 200. Copies of such resolutions executed in the name of the board by its chair, and attested by its secretary, shall be made and delivered to the county officials specified in s. 200.065 of each and every county in the district, to the Department of Revenue, and to the Chief Financial Officer. Thereupon, it shall be the duty of the property appraiser ~~assessor~~ of each of said counties to assess, and the tax collector of each of said counties to collect, a tax at the rate fixed by said resolution of the board upon all of the real and personal taxable property in said counties for said year (and such officers shall perform such duty) and said levy shall be included in the warrant of the tax assessors of each of said counties and attached to the assessment roll of taxes for each of said counties. The tax collectors of each of

said counties shall collect such taxes so levied by the board in the same manner as other taxes are collected, and shall pay the same within the time and in the manner prescribed by law, to the treasurer of the board. It shall be the duty of the Chief Financial Officer to assess and levy on all railroad lines and railroad property and telegraph lines and telegraph property in the district a tax at the rate prescribed by resolution of the board, and to collect the tax thereon in the same manner as he or she is required by law to assess and collect taxes for state and county purposes and to remit the same to the treasurer of the board. All such taxes shall be held by the treasurer of the district for the credit of the district and paid out by him or her as provided herein. The tax collector ~~assessor~~ and property appraiser of each of said counties shall be entitled to payment as provided for by general laws.

Section 44. Section 402.261, Florida Statutes, is created to read:

402.261 Child care tax credits.—

(1) For purposes of this section, the term:

(a) “Department” means the Department of Revenue.

(b) “Division” means the Division of Alcoholic Beverages and Tobacco of the Department of Business and Professional Regulation.

(c) “Eligible child” means the child or grandchild of an employee of a taxpayer, if such employee is the child or grandchild’s caregiver as defined in s. 39.01.

(d) “Eligible child care facility” means a child care facility that:

1. Is licensed under s. 402.305; or

2. Is exempt from licensure under s. 402.316.

(e) “Employee” includes full-time employees and part-time employees who work an average of at least 20 hours per week.

(f) “Maximum annual tax credit amount” means, for any state fiscal year, the sum of the amount of tax credits approved under this section, including tax credits to be taken under s. 211.0254, s. 212.1835, s. 220.19, s. 561.1214, or s. 624.5107, which are approved for taxpayers whose taxable years begin on or after January 1 of the calendar year preceding the start of the applicable state fiscal year.

(g) “Tax due” means any tax required under chapter 211, chapter 220, chapter 561, or chapter 624, or due under chapter 212 from a direct pay permitholder as a result of a direct pay permit held pursuant to s. 212.183.

(2)(a) A taxpayer who operates an eligible child care facility for the taxpayer’s employees is allowed a credit of 50 percent of the startup costs of such facility against any tax due for the taxable year such facility begins

operation as an eligible child care facility. The maximum credit amount a taxpayer may be granted in a taxable year under this paragraph is based on the average number of employees employed by the taxpayer during such year. For an employer that employed:

- 1. One to 19 employees, the maximum credit is \$1 million.
- 2. Twenty to 250 employees, the maximum credit is \$500,000.
- 3. More than 250 employees, the maximum credit is \$250,000.

(b) A taxpayer who operates an eligible child care facility for the taxpayer's employees is allowed a credit of \$300 per month for each eligible child enrolled in such facility against any tax due for the taxable year. The maximum credit amount a taxpayer may be granted in a taxable year under this paragraph is based on the average number of employees employed by the taxpayer during such year. For an employer that employed:

- 1. One to 19 employees, the maximum credit is \$50,000.
- 2. Twenty to 250 employees, the maximum credit is \$500,000.
- 3. More than 250 employees, the maximum credit is \$1 million.

(c) A taxpayer who makes payments to an eligible child care facility in the name and for the benefit of an employee employed by the taxpayer whose eligible child attends such facility is allowed a credit of 100 percent of the amount of such payments against any tax due for the taxable year up to a maximum credit of \$3,600 per child per taxable year. The taxpayer may make payments directly to the eligible child care facility or contract with an early learning coalition to process payments. The maximum credit amount a taxpayer may be granted in a taxable year under this paragraph is based on the average number of employees employed by the taxpayer during such year. For an employer that employed:

- 1. One to 19 employees, the maximum credit is \$50,000.
- 2. Twenty to 250 employees, the maximum credit is \$500,000.
- 3. More than 250 employees, the maximum credit is \$1 million.

(d) A taxpayer may qualify for a tax credit under more than one paragraph of this subsection; however, the total credit taken by such taxpayers in a single taxable year may not exceed the sum total of the maximum credit they are granted under each applicable paragraph.

(e) For state fiscal years 2024-2025, 2025-2026, and 2026-2027, the maximum annual tax credit amount is \$5 million.

(3)(a) If the credit granted under this section is not fully used within the specified state fiscal year for credits under s. 211.0254, s. 212.1835, or s. 561.1214, or against taxes due for the specified taxable year for credits under

s. 220.19 or s. 624.5107, because of insufficient tax liability on the part of the taxpayer, the unused amount may be carried forward for a period not to exceed 5 years. For purposes of s. 220.19, a credit carried forward may be used in a subsequent year after applying the other credits and unused carryovers in the order provided by s. 220.02(8).

(b)1. If a taxpayer receives a credit for startup costs pursuant to paragraph (2)(a), and the eligible child care facility fails to operate for at least 5 years, a pro rata share of the credit must be repaid, in accordance with the formula:

$$A = C \times (1 - (N/60))$$

Where:

- a. "A" is the amount, in dollars, of the required repayment.
- b. "C" is the total credits taken by the taxpayer for eligible child care facility startup costs against a tax due under this section.
- c. "N" is the number of months the eligible child care facility was in operation.

2. A taxpayer who is required to repay a pro rata share of the credit under this paragraph shall file an amended return with the department, or such other report as the department prescribes by rule, and pay such amount within 60 days after the last day of operation of the eligible child care facility. The department shall distribute such funds in accordance with the applicable statutory provision for the tax against which such credit was taken by that taxpayer.

(4)(a) A taxpayer may claim a credit only for the creation or operation of, or payments to, an eligible child care facility.

(b) The services of an eligible child care facility for which a taxpayer claims a credit under paragraph (2)(b) must be available to all employees employed by the taxpayer, or must be allocated on a first-come, first-served basis, and must be used by at least one eligible child.

(c) Two or more taxpayers may jointly establish and operate an eligible child care facility according to the provisions of this section. If two or more taxpayers choose to jointly establish and operate an eligible child care facility, or cause a not-for-profit taxpayer to establish and operate an eligible child care facility, the taxpayers must file a joint application, or the not-for-profit taxpayer may file an application, pursuant to subsection (5) setting forth the taxpayers' proposal. The participating taxpayers may proportion the available credits in any manner they choose. In the event the child care facility does not operate for 5 years, the repayment required under paragraph (3)(b) must be allocated among, and apply to, the participating taxpayers in the proportion that such taxpayers received the credit under this section.

(d) Child care payments for which a taxpayer claims a credit under paragraph (2)(c) may not exceed the amount charged by the eligible child care facility for other children of like age and ability of persons not employed by the taxpayer.

(5) Beginning October 1, 2024, a taxpayer may submit an application to the department for the purposes of determining qualification for a credit under this section. The department must approve the application for the credit before the taxpayer is authorized to claim the credit on a return.

(a) The application must include:

1.a. For a credit under paragraph (2)(a), a proposal for establishing an eligible child care facility for use by its employees, the number of eligible children expected to be enrolled, and the expected date operations will begin. A credit may not be claimed on a return until operations have begun. If the facility has begun to operate, the application must show the number of eligible children enrolled and the date the operation began.

b. For a credit under paragraph (2)(b), the total number of eligible children for whom child care will be provided at the eligible child care facility and the total number of months the facility is expected to operate during the taxable year in which the credit will be earned.

c. For a credit under paragraph (2)(c), the total number of eligible children for whom child care payments will be paid and the estimated total annual amount of such payments during the taxable year in which the credit will be earned.

2. The taxable year in which the credit is expected to be earned. A taxpayer may apply for a credit to be used for a prior taxable year at any time before the date on which the taxpayer is required to file a return for that year pursuant to s. 220.222.

3. For a credit under paragraph (2)(a) or paragraph (2)(b), a statement signed by a person authorized to sign on behalf of the taxpayer that the facility meets the definition of eligible child care facility and otherwise qualifies for the credit under this section. Such statement must be attached to the application.

(b) The department shall approve tax credits on a first-come, first-served basis, and must obtain the division's approval before approving a tax credit under s. 561.1214. Within 10 days after approving or denying an application, the Department of Revenue shall provide a copy of its approval or denial letter to the taxpayer.

(6)(a) A taxpayer may not convey, transfer, or assign an approved tax credit or a carryforward tax credit to another entity unless all of the assets of the taxpayer are conveyed, assigned, or transferred in the same transaction. However, a tax credit under s. 211.0254, s. 212.1835, s. 220.19, s. 561.1214, or s. 624.5107 may be conveyed, transferred, or assigned between members

of an affiliated group of taxpayers if the type of tax credit under s. 211.0254, s. 212.1835, s. 220.19, s. 561.1214, or s. 624.5107 remains the same. A taxpayer shall notify the department of its intent to convey, transfer, or assign a tax credit to another member within an affiliated group of corporations as defined in s. 220.03(1)(b). The amount conveyed, transferred, or assigned is available to another member of the affiliated group of corporations upon approval by the department. The department shall obtain the division's approval before approving a conveyance, transfer, or assignment of a tax credit under s. 561.1214.

(b) Within any state fiscal year, a taxpayer may rescind all or part of a tax credit approved under subsection (5). The amount rescinded shall become available for that state fiscal year to another taxpayer approved by the department under this section. The department must obtain the division's approval before accepting the rescindment of a tax credit under s. 561.1214. Any amount rescinded under this paragraph must become available to a taxpayer on a first-come, first-served basis based on tax credit applications received after the date the rescindment is accepted by the department.

(c) Within 10 days after approving or denying the conveyance, transfer, or assignment of a tax credit under paragraph (a), or the rescindment of a tax credit under paragraph (b), the department shall provide a copy of its approval or denial letter to the taxpayer requesting the conveyance, transfer, assignment, or rescindment.

(7)(a) The department may adopt rules to administer this section, including rules for the approval or disapproval of proposals submitted by taxpayers and rules to provide for cooperative arrangements between for-profit and not-for-profit taxpayers.

(b) The department's decision to approve or disapprove a proposal must be in writing, and, if the proposal is approved, the decision must state the maximum credit authorized for the taxpayer.

(c) In addition to its existing audit and investigation authority, the department may perform any additional financial and technical audits and investigations, including examining the accounts, books, or records of the tax credit applicant, which are necessary to verify the costs included in a credit application and to ensure compliance with this section.

(d) It is grounds for forfeiture of previously claimed and received tax credits if the department determines that a taxpayer received tax credits pursuant to this section to which the taxpayer was not entitled.

Section 45. Subsection (2) and paragraphs (a) and (b) of subsection (5) of section 402.62, Florida Statutes, are amended to read:

402.62 Strong Families Tax Credit.—

(2) STRONG FAMILIES TAX CREDITS; ELIGIBILITY.—

(a) The Department of Children and Families shall designate as an eligible charitable organization an organization that meets all of the following requirements:

1. Is exempt from federal income taxation under s. 501(c)(3) of the Internal Revenue Code.

2. Is a Florida entity formed under chapter 605, chapter 607, or chapter 617 and whose principal office is located in this state.

3. Provides direct services for at-risk families that do not have an open dependency case.

4. Provides services to:

a. Prevent child abuse, neglect, abandonment, or exploitation;

b. Assist fathers in learning and improving parenting skills or to engage absent fathers in being more engaged in their children’s lives;

~~c. Provide books to the homes of children eligible for a federal free or reduced-price meals program or those testing below grade level in kindergarten through grade 5;~~

~~d. Assist families with children who have a chronic illness or a physical, intellectual, developmental, or emotional disability; or~~

~~d.e. Provide workforce development services to families of children eligible for a federal free or reduced-price meals program.~~

5.4. Provides to the Department of Children and Families accurate information, including, at a minimum, a description of the services provided by the organization which are eligible for funding under this section; the total number of individuals served through those services during the last calendar year and the number served during the last calendar year using funding under this section; basic financial information regarding the organization and services eligible for funding under this section; outcomes for such services; and contact information for the organization.

6.5. Annually submits a statement, signed under penalty of perjury by a current officer of the organization, that the organization meets all criteria to qualify as an eligible charitable organization, has fulfilled responsibilities under this section for the previous fiscal year if the organization received any funding through this credit during the previous year, and intends to fulfill its responsibilities during the upcoming year.

7.6. Provides any documentation requested by the Department of Children and Families to verify eligibility as an eligible charitable organization or compliance with this section.

(b) The Department of Children and Families may not designate as an eligible charitable organization an organization that:

1. Provides abortions or pays for or provides coverage for abortions; or
2. Has received more than 50 percent of its total annual revenue, not including revenue received pursuant to a contract under s. 409.1464, from a federal, state, or local governmental agency the Department of Children and Families, either directly or via a contractor of such an agency the department, in the prior fiscal year.

(5) STRONG FAMILIES TAX CREDITS; APPLICATIONS, TRANSFERS, AND LIMITATIONS.—

(a) Beginning in fiscal year ~~2024-2025~~ 2023-2024, the tax credit cap amount is ~~\$40~~ \$20 million in each state fiscal year.

(b) ~~Beginning October 1, 2021,~~ A taxpayer may submit an application to the Department of Revenue for a tax credit or credits to be taken under one or more of s. 211.0253, s. 212.1834, s. 220.1877, s. 561.1213, or s. 624.51057, beginning at 9 a.m. on the first day of the calendar year that is not a Saturday, Sunday, or legal holiday.

1. The taxpayer shall specify in the application each tax for which the taxpayer requests a credit and the applicable taxable year for a credit under s. 220.1877 or s. 624.51057 or the applicable state fiscal year for a credit under s. 211.0253, s. 212.1834, or s. 561.1213. For purposes of s. 220.1877, a taxpayer may apply for a credit to be used for a prior taxable year before the date the taxpayer is required to file a return for that year pursuant to s. 220.222. For purposes of s. 624.51057, a taxpayer may apply for a credit to be used for a prior taxable year before the date the taxpayer is required to file a return for that prior taxable year pursuant to ss. 624.509 and 624.5092. The application must specify the eligible charitable organization to which the proposed contribution will be made. The Department of Revenue shall approve tax credits on a first-come, first-served basis and must obtain the division's approval before approving a tax credit under s. 561.1213.

2. Within 10 days after approving or denying an application, the Department of Revenue shall provide a copy of its approval or denial letter to the eligible charitable organization specified by the taxpayer in the application.

Section 46. For the \$20 million in additional credit under s. 402.62, Florida Statutes, available for fiscal year 2024-2025 pursuant to changes made by this act, a taxpayer may submit an application to the Department of Revenue beginning at 9 a.m. on July 1, 2024.

Section 47. Subsection (1) of section 413.4021, Florida Statutes, is amended to read:

413.4021 Program participant selection; tax collection enforcement diversion program.—The Department of Revenue, in coordination with the Florida Association of Centers for Independent Living and the Florida Prosecuting Attorneys Association, shall select judicial circuits in which to operate the program. The association and the state attorneys' offices shall develop and implement a tax collection enforcement diversion program, which shall collect revenue due from persons who have not remitted their collected sales tax. The criteria for referral to the tax collection enforcement diversion program shall be determined cooperatively between the state attorneys' offices and the Department of Revenue.

(1) Notwithstanding s. 212.20, 100 75 percent of the revenues collected from the tax collection enforcement diversion program shall be deposited into the special reserve account of the Florida Association of Centers for Independent Living, to be used to administer the James Patrick Memorial Work Incentive Personal Attendant Services and Employment Assistance Program and to contract with the state attorneys participating in the tax collection enforcement diversion program in an amount of not more than \$75,000 for each state attorney.

Section 48. Present paragraph (b) of subsection (1) of section 561.121, Florida Statutes, is redesignated as paragraph (c), and a new paragraph (b) is added to that subsection, to read:

561.121 Deposit of revenue.—

(1) All state funds collected pursuant to ss. 563.05, 564.06, 565.02(9), and 565.12 shall be paid into the State Treasury and disbursed in the following manner:

(b)1. After the distribution in paragraph (a), from the remainder of the funds collected pursuant to ss. 563.05, 564.06, 565.02(9), and 565.12, 13 percent of monthly collections shall be paid in the following shares:

a. One-third to the University of Miami Sylvester Comprehensive Cancer Center;

b. One-sixth to the Brain Tumor Immunotherapy Program at the University of Florida Health Shands Cancer Center;

c. One-sixth to the Norman Fixel Institute for Neurological Diseases at the University of Florida; and

d. One-third to the Mayo Clinic Comprehensive Cancer Center in Jacksonville.

2. The distributions in subparagraph 1. may not exceed \$30 million per fiscal year.

3. These funds are appropriated monthly, to be used for lawful purposes, including constructing, furnishing, equipping, financing, operating, and

maintaining cancer research and clinical and related facilities, and furnishing, equipping, operating, and maintaining other properties owned or leased by the University of Miami Sylvester Comprehensive Cancer Center, the University of Florida Health Shands Cancer Center, and the Mayo Clinic Comprehensive Cancer Center in Jacksonville; and constructing, furnishing, equipping, financing, operating, and maintaining neurological disease research and clinical and related facilities, and furnishing, equipping, operating, and maintaining other properties, owned or leased by the Norman Fixel Institute for Neurological Diseases at the University of Florida. Moneys distributed pursuant to this paragraph may not be used to secure bonds or other forms of indebtedness nor be pledged for debt service. This paragraph is repealed June 30, 2054.

Section 49. Section 561.1214, Florida Statutes, is created to read:

561.1214 Child care tax credits.—Beginning January 1, 2024, there is allowed a credit pursuant to s. 402.261 against any tax due under s. 563.05, s. 564.06, or s. 565.12, except excise taxes imposed on wine produced by manufacturers in this state from products grown in this state. However, a credit allowed under this section may not exceed 90 percent of the tax due on the return on which the credit is taken. For purposes of the distributions of tax revenue under ss. 561.121 and 564.06(10), the division shall disregard any tax credits allowed under this section to ensure that any reduction in tax revenue received which is attributable to the tax credits results only in a reduction in distributions to the General Revenue Fund. The provisions of s. 402.261 apply to the credit authorized by this section.

Section 50. Notwithstanding the expiration date in section 41 of chapter 2023-157, Laws of Florida, section 571.26, Florida Statutes, is reenacted to read:

571.26 Florida Agricultural Promotional Campaign Trust Fund.—There is hereby created the Florida Agricultural Promotional Campaign Trust Fund within the Department of Agriculture and Consumer Services to receive all moneys related to the Florida Agricultural Promotional Campaign. Moneys deposited in the trust fund shall be appropriated for the sole purpose of implementing the Florida Agricultural Promotional Campaign, except for money deposited in the trust fund pursuant to s. 212.20(6)(d)6.h., which shall be held separately and used solely for the purposes identified in s. 571.265.

Section 51. Section 41 of chapter 2023-157, Laws of Florida, is repealed.

Section 52. Subsection (5) of section 571.265, Florida Statutes, is amended to read:

571.265 Promotion of Florida thoroughbred breeding and of thoroughbred racing at Florida thoroughbred tracks; distribution of funds.—

(5)—This section is repealed July 1, 2025, unless reviewed and saved from repeal by the Legislature.

Section 53. Subsection (7) of section 624.509, Florida Statutes, is amended to read:

624.509 Premium tax; rate and computation.—

(7) Credits and deductions against the tax imposed by this section shall be taken in the following order: deductions for assessments made pursuant to s. 440.51; credits for taxes paid under ss. 175.101 and 185.08; credits for income taxes paid under chapter 220 and the credit allowed under subsection (5), as these credits are limited by subsection (6); the credit allowed under s. 624.51057; the credit allowed under s. 624.51058; the credit allowed under s. 624.5107; all other available credits and deductions.

Section 54. Section 624.5107, Florida Statutes, is amended to read:

624.5107 Child care tax credits.—

(1) For taxable years beginning on or after January 1, 2024, there is allowed a credit pursuant to s. 402.261 against any tax due for a taxable year under s. 624.509(1) after deducting from such tax deductions for assessments made pursuant to s. 440.51; credits for taxes paid under ss. 175.101 and 185.08; credits for income taxes paid under chapter 220; and the credit allowed under s. 624.509(5), as such credit is limited by s. 624.509(6). An insurer claiming a credit against premium tax liability under this section is not required to pay any additional retaliatory tax levied under s. 624.5091 as a result of claiming such credit. Section 624.5091 does not limit such credit in any manner. If the credit granted under this section is not fully used in any one year because of insufficient tax liability on the part of the insurer, the unused amount may be carried forward for a period not to exceed 5 years. The carryover credit may be used in a subsequent year when the tax imposed by s. 624.509 or s. 624.510 for that year exceeds the credit for which the insurer is eligible in that year under this section.

(2) For purposes of determining whether a penalty under s. 624.5092 will be imposed, an insurer, after earning a credit under s. 624.5107 for a taxable year, may reduce any installment payment for such taxable year of 27 percent of the amount of the net tax due as reported on the return for the preceding year under s. 624.5092(2)(b) by the amount of the credit. If an insurer receives a credit for child care facility startup costs, and the facility fails to operate for at least 5 years, a pro rata share of the credit must be repaid, in accordance with the formula: $A = C \times (1 - (N/60))$, where:

(a)—“A” is the amount in dollars of the required repayment.

(b)—“C” is the total credits taken by the insurer for child care facility startup costs.

(c)—“N” is the number of months the facility was in operation.

~~This repayment requirement is inapplicable if the insurer goes out of business or can demonstrate to the department that its employees no longer want to have a child care facility.~~

(3) The provisions of s. 402.261 apply to the credit authorized by this section.

Section 55. The amendments made by this act to ss. 220.19, 624.509, and 624.5107, Florida Statutes, and ss. 211.0254, 212.1835, 402.261, and 561.1214, Florida Statutes, as created by this act, apply retroactively to January 1, 2024.

Section 56. Section 624.5108, Florida Statutes, is created to read:

624.5108 Property insurance discount to policyholders; insurance premium deduction; insurer credit for deductions.—

(1) An insurer must deduct the following amounts from the total charged for the following policies:

(a) For a policy providing residential coverage on a dwelling, an amount equal to 1.75 percent of the premium, as defined in s. 627.403.

(b) For a policy providing residential coverage on a dwelling, the amount charged for the State Fire Marshal regulatory assessment under s. 624.515.

(c) For a policy, contract, or endorsement providing personal or commercial lines coverage for the peril of flood or excess coverage for the peril of flood on any structure or the contents of personal property contained therein, an amount equal to 1.75 percent of the premium, as defined in s. 627.403. As used in this paragraph, the term “flood” has the same meaning as provided in s. 627.715(1)(b).

For the purposes of this section, residential coverage excludes tenant coverage.

(2) The deductions under this section apply to policies that provide coverage for a 12-month period with an effective date between October 1, 2024, and September 30, 2025. The deductions amount must be separately stated on the policy declarations page.

(3) When reporting policy premiums for purposes of computing taxes levied under s. 624.509, an insurer must report the full policy premium value before applying deductions under this section. The deductions provided to policyholders in subsection (1) do not reduce the direct written premium of the insurer for any purposes.

(4) For the taxable years beginning on January 1, 2024, and January 1, 2025, there is allowed a credit of 100 percent of the amount of deductions provided to policyholders pursuant to subsection (1) against any tax due

under s. 624.509(1) after all other credits and deductions have been taken in the order provided in s. 624.509(7).

(5) An insurer claiming a credit against premium tax liability under this section is not required to pay any additional retaliatory tax levied under s. 624.5091 as a result of claiming such credit. Section 624.5091 does not limit the credit available to insurers in any manner.

(6) If the credit provided for under subsection (4) is not fully used in any one taxable year because of insufficient tax liability, the Department of Revenue must refund the unused amount of credit out of the General Revenue Fund to the insurer.

(7) In the event that an insurer refunds some or all of a policy that received a deduction pursuant to subsection (1), for which the insurer has received a credit under subsection (4) or a refund under subsection (6), the insurer must repay to the Department of Revenue for deposit into the General Revenue fund that portion of the credit or refund received by the insurer that equals the deduction under subsection (1) on the portion of the policy that was refunded.

(8) Every insurer required to provide a premium deduction under this section must include all of the following information with its quarterly and annual statements under s. 624.424:

(a) The number of policies that received a deduction under this section during the period covered by the statement.

(b) The total amount of deductions provided by the insurer during the period covered by the statement.

(c) The total premium related to insurance policies providing residential coverage on a dwelling.

(d) The total premium related to policies, contracts, or endorsements providing personal or commercial lines coverage for the peril of flood or excess coverage for the peril of flood on any structure or the contents of personal property contained therein.

(9) The office must include the same information required under subsection (8) in the reports required under s. 624.315.

(10) In addition to its existing audit and investigation authority, the Department of Revenue may perform any additional financial and technical audits and investigations, including examining the accounts, books, and records of an insurer claiming a credit under subsection (4), which are necessary to verify the information included in the tax return and to ensure compliance with this section. The office shall provide technical assistance when requested by the Department of Revenue on any technical audits or examinations performed pursuant to this section.

(11) In addition to its existing examination authority and duties under s. 624.316, the office shall examine the information required to be reported under subsection (8) and shall take corrective measures as provided in ss. 624.310(5) and 624.4211 for any insurer not in compliance with this section.

(12) The Department of Revenue and the office are authorized, and all conditions are deemed met, to adopt emergency rules pursuant to s. 120.54(4) to implement the provisions of this section. Notwithstanding any other provision of law, emergency rules adopted pursuant to this subsection are effective for 6 months after adoption and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.

(13) This section is repealed December 31, 2030.

Section 57. Disaster preparedness supplies; sales tax holiday.—

(1) The tax levied under chapter 212, Florida Statutes, may not be collected during the period from June 1, 2024, through June 14, 2024, or during the period from August 24, 2024, through September 6, 2024, on the sale of:

- (a) A portable self-powered light source with a sales price of \$40 or less.
- (b) A portable self-powered radio, two-way radio, or weather-band radio with a sales price of \$50 or less.
- (c) A tarpaulin or other flexible waterproof sheeting with a sales price of \$100 or less.
- (d) An item normally sold as, or generally advertised as, a ground anchor system or tie-down kit with a sales price of \$100 or less.
- (e) A gas or diesel fuel tank with a sales price of \$50 or less.
- (f) A package of AA-cell, AAA-cell, C-cell, D-cell, 6-volt, or 9-volt batteries, excluding automobile and boat batteries, with a sales price of \$50 or less.
- (g) A nonelectric food storage cooler with a sales price of \$60 or less.
- (h) A portable generator used to provide light or communications or preserve food in the event of a power outage with a sales price of \$3,000 or less.
- (i) Reusable ice with a sales price of \$20 or less.
- (j) A portable power bank with a sales price of \$60 or less.
- (k) A smoke detector or smoke alarm with a sales price of \$70 or less.
- (l) A fire extinguisher with a sales price of \$70 or less.

- (m) A carbon monoxide detector with a sales price of \$70 or less.
- (n) The following supplies necessary for the evacuation of household pets purchased for noncommercial use:
1. Bags of dry dog food or cat food weighing 50 or fewer pounds with a sales price of \$100 or less per bag.
 2. Cans or pouches of wet dog food or cat food with a sales price of \$10 or less per can or pouch or the equivalent if sold in a box or case.
 3. Over-the-counter pet medications with a sales price of \$100 or less per item.
 4. Portable kennels or pet carriers with a sales price of \$100 or less per item.
 5. Manual can openers with a sales price of \$15 or less per item.
 6. Leashes, collars, and muzzles with a sales price of \$20 or less per item.
 7. Collapsible or travel-sized food bowls or water bowls with a sales price of \$15 or less per item.
 8. Cat litter weighing 25 or fewer pounds with a sales price of \$25 or less per item.
 9. Cat litter pans with a sales price of \$15 or less per item.
 10. Pet waste disposal bags with a sales price of \$15 or less per package.
 11. Pet pads with a sales price of \$20 or less per box or package.
 12. Hamster or rabbit substrate with a sales price of \$15 or less per package.
 13. Pet beds with a sales price of \$40 or less per item.
- (2) The tax exemptions provided in this section do not apply to sales within a theme park or entertainment complex as defined in s. 509.013(9), Florida Statutes, within a public lodging establishment as defined in s. 509.013(4), Florida Statutes, or within an airport as defined in s. 330.27(2), Florida Statutes.
- (3) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules pursuant to s. 120.54(4), Florida Statutes, for the purpose of implementing this section.
- (4) This section shall take effect upon this act becoming a law.

Section 58. Freedom Month; sales tax holiday.—

(1) The taxes levied under chapter 212, Florida Statutes, may not be collected on purchases made during the period from July 1, 2024, through July 31, 2024, on:

(a) The sale by way of admissions, as defined in s. 212.02(1), Florida Statutes, for:

1. A live music event scheduled to be held on any date or dates from July 1, 2024, through December 31, 2024;

2. A live sporting event scheduled to be held on any date or dates from July 1, 2024, through December 31, 2024;

3. A movie to be shown in a movie theater on any date or dates from July 1, 2024, through December 31, 2024;

4. Entry to a museum, including any annual passes;

5. Entry to a state park, including any annual passes;

6. Entry to a ballet, play, or musical theatre performance scheduled to be held on any date or dates from July 1, 2024, through December 31, 2024;

7. Season tickets for ballets, plays, music events, or musical theatre performances;

8. Entry to a fair, festival, or cultural event scheduled to be held on any date or dates from July 1, 2024, through December 31, 2024; or

9. Use of or access to private and membership clubs providing physical fitness facilities from July 1, 2024, through December 31, 2024.

(b) The retail sale of boating and water activity supplies, camping supplies, fishing supplies, general outdoor supplies, residential pool supplies, and electric scooters. As used in this section, the term:

1. “Boating and water activity supplies” means life jackets and coolers with a sales price of \$75 or less; recreational pool tubes, pool floats, inflatable chairs, and pool toys with a sales price of \$35 or less; safety flares with a sales price of \$50 or less; water skis, wakeboards, kneeboards, and recreational inflatable water tubes or floats capable of being towed with a sales price of \$150 or less; paddleboards and surfboards with a sales price of \$300 or less; canoes and kayaks with a sales price of \$500 or less; paddles and oars with a sales price of \$75 or less; and snorkels, goggles, and swimming masks with a sales price of \$25 or less.

2. “Camping supplies” means tents with a sales price of \$200 or less; sleeping bags, portable hammocks, camping stoves, and collapsible camping chairs with a sales price of \$50 or less; and camping lanterns and flashlights with a sales price of \$30 or less.

3. “Electric scooter” means a vehicle having two or fewer wheels, with or without a seat or saddle for the use of the rider, which is equipped to be propelled by an electric motor and which weighs less than 75 pounds, is less than 2 feet wide, and is designed for a maximum speed of less than 35 miles per hour, with a sales price of \$500 or less.

4. “Fishing supplies” means rods and reels with a sales price of \$75 or less if sold individually, or \$150 or less if sold as a set; tackle boxes or bags with a sales price of \$30 or less; and bait or fishing tackle with a sales price of \$5 or less if sold individually, or \$10 or less if multiple items are sold together. The term does not include supplies used for commercial fishing purposes.

5. “General outdoor supplies” means sunscreen, sunblock, or insect repellent with a sales price of \$15 or less; sunglasses with a sales price of \$100 or less; binoculars with a sales price of \$200 or less; water bottles with a sales price of \$30 or less; hydration packs with a sales price of \$50 or less; outdoor gas or charcoal grills with a sales price of \$250 or less; bicycle helmets with a sales price of \$50 or less; and bicycles with a sales price of \$500 or less.

6. “Residential pool supplies” means individual residential pool and spa replacement parts, nets, filters, lights, and covers with a sales price of \$100 or less; and residential pool and spa chemicals purchased by an individual with a sales price of \$150 or less.

(2) The tax exemptions provided in this section do not apply to sales within a theme park or entertainment complex as defined in s. 509.013(9), Florida Statutes, within a public lodging establishment as defined in s. 509.013(4), Florida Statutes, or within an airport as defined in s. 330.27(2), Florida Statutes.

(3) If a purchaser of an admission purchases the admission exempt from tax pursuant to this section and subsequently resells the admission, the purchaser must collect tax on the full sales price of the resold admission.

(4) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules pursuant to s. 120.54(4), Florida Statutes, for the purpose of implementing this section.

(5) This section shall take effect upon this act becoming a law.

Section 59. Clothing, wallets, and bags; school supplies; learning aids and jigsaw puzzles; personal computers and personal computer-related accessories; sales tax holiday.—

(1) The tax levied under chapter 212, Florida Statutes, may not be collected during the period from July 29, 2024, through August 11, 2024, on the retail sale of:

(a) Clothing, wallets, or bags, including handbags, backpacks, fanny packs, and diaper bags, but excluding briefcases, suitcases, and other garment bags, having a sales price of \$100 or less per item. As used in this paragraph, the term “clothing” means:

1. Any article of wearing apparel intended to be worn on or about the human body, excluding watches, watchbands, jewelry, umbrellas, and handkerchiefs; and

2. All footwear, excluding skis, swim fins, roller blades, and skates.

(b) School supplies having a sales price of \$50 or less per item. As used in this paragraph, the term “school supplies” means pens, pencils, erasers, crayons, notebooks, notebook filler paper, legal pads, binders, lunch boxes, construction paper, markers, folders, poster board, composition books, poster paper, scissors, cellophane tape, glue or paste, rulers, computer disks, staplers and staples used to secure paper products, protractors, and compasses.

(c) Learning aids and jigsaw puzzles having a sales price of \$30 or less. As used in this paragraph, the term “learning aids” means flashcards or other learning cards, matching or other memory games, puzzle books and search-and-find books, interactive or electronic books and toys intended to teach reading or math skills, and stacking or nesting blocks or sets.

(d) Personal computers or personal computer-related accessories purchased for noncommercial home or personal use having a sales price of \$1,500 or less. As used in this paragraph, the term:

1. “Personal computers” includes electronic book readers, calculators, laptops, desktops, handhelds, tablets, or tower computers. The term does not include cellular telephones, video game consoles, digital media receivers, or devices that are not primarily designed to process data.

2. “Personal computer-related accessories” includes keyboards, mice, personal digital assistants, monitors, other peripheral devices, modems, routers, and nonrecreational software, regardless of whether the accessories are used in association with a personal computer base unit. The term does not include furniture or systems, devices, software, monitors with a television tuner, or peripherals that are designed or intended primarily for recreational use.

(2) The tax exemptions provided in this section do not apply to sales within a theme park or entertainment complex as defined in s. 509.013(9), Florida Statutes, within a public lodging establishment as defined in s. 509.013(4), Florida Statutes, or within an airport as defined in s. 330.27(2), Florida Statutes.

(3) The tax exemptions provided in this section apply at the option of the dealer if less than 5 percent of the dealer’s gross sales of tangible personal property in the prior calendar year consisted of items that would be exempt

under this section. If a qualifying dealer chooses not to participate in the tax holiday, by July 15, 2024, the dealer must notify the Department of Revenue in writing of its election to collect sales tax during the holiday and must post a copy of that notice in a conspicuous location at its place of business.

(4) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules pursuant to s. 120.54(4), Florida Statutes, for the purpose of implementing this section.

(5) This section shall take effect upon this act becoming a law.

Section 60. Tools commonly used by skilled trade workers; Tool Time sales tax holiday.—

(1) The tax levied under chapter 212, Florida Statutes, may not be collected during the period from September 1, 2024, through September 7, 2024, on the retail sale of:

- (a) Hand tools with a sales price of \$50 or less per item.
- (b) Power tools with a sales price of \$300 or less per item.
- (c) Power tool batteries with a sales price of \$150 or less per item.
- (d) Work gloves with a sales price of \$25 or less per pair.
- (e) Safety glasses with a sales price of \$50 or less per pair, or the equivalent if sold in sets of more than one pair.
- (f) Protective coveralls with a sales price of \$50 or less per item.
- (g) Work boots with a sales price of \$175 or less per pair.
- (h) Tool belts with a sales price of \$100 or less per item.
- (i) Duffle bags or tote bags with a sales price of \$50 or less per item.
- (j) Tool boxes with a sales price of \$75 or less per item.
- (k) Tool boxes for vehicles with a sales price of \$300 or less per item.
- (l) Industry textbooks and code books with a sales price of \$125 or less per item.
- (m) Electrical voltage and testing equipment with a sales price of \$100 or less per item.
- (n) LED flashlights with a sales price of \$50 or less per item.
- (o) Shop lights with a sales price of \$100 or less per item.
- (p) Handheld pipe cutters, drain opening tools, and plumbing inspection equipment with a sales price of \$150 or less per item.

- (q) Shovels with a sales price of \$50 or less.
- (r) Rakes with a sales price of \$50 or less.
- (s) Hard hats and other head protection with a sales price of \$100 or less.
- (t) Hearing protection items with a sales price of \$75 or less.
- (u) Ladders with a sales price of \$250 or less.
- (v) Fuel cans with a sales price of \$50 or less.
- (w) High visibility safety vests with a sales price of \$30 or less.

(2) The tax exemptions provided in this section do not apply to sales within a theme park or entertainment complex as defined in s. 509.013(9), Florida Statutes, within a public lodging establishment as defined in s. 509.013(4), Florida Statutes, or within an airport as defined in s. 330.27(2), Florida Statutes.

(3) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules pursuant to s. 120.54(4), Florida Statutes, for the purpose of implementing this section.

Section 61. (1) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules pursuant to s. 120.54(4), Florida Statutes, to implement the amendments made by this act to ss. 206.9931, 212.05, 212.054, 213.21, 213.67, 220.03, 220.19, 220.1915, 624.509, and 624.5107, Florida Statutes, and the creation by this act of ss. 211.0254, 212.1835, 220.1992, 402.261, and 561.1214, Florida Statutes. Notwithstanding any other provision of law, emergency rules adopted pursuant to this subsection are effective for 6 months after adoption and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.

(2) This section shall take effect upon this act becoming a law and expires July 1, 2027.

Section 62. (1) For fiscal year 2024-2025, the sum of \$200,000 is appropriated from the General Revenue Fund to the Department of Revenue to offset the reductions in ad valorem tax revenue experienced by fiscally constrained counties, as defined in s. 218.67(1), Florida Statutes, in complying with s. 197.319, Florida Statutes.

(2) To participate in the distribution of the appropriation, each affected taxing jurisdiction must apply to the Department of Revenue by October 1, 2024, and provide documentation supporting the taxing jurisdiction's reduction in ad valorem tax revenue in the form and manner prescribed by the department. The documentation must include a copy of the notice required by s. 197.319(5)(b), Florida Statutes, from the tax collector who reports to the affected taxing jurisdiction of the reduction in ad valorem

taxes the taxing jurisdiction will incur as a result of the implementation of s. 197.319, Florida Statutes.

(3) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules pursuant to s. 120.54(4), Florida Statutes, for the purpose of implementing this section.

(4) This section shall take effect upon becoming a law and is repealed June 30, 2026.

Section 63. For the 2024-2025 fiscal year, the sum of \$408,604 in nonrecurring funds is appropriated from the General Revenue Fund to the Department of Revenue for the purpose of implementing this act.

Section 64. Except as otherwise provided in this act and except for this section, which shall take effect upon becoming a law, this act shall take effect July 1, 2024.

Approved by the Governor May 7, 2024.

Filed in Office Secretary of State May 7, 2024.

11/15/24
PJ

Ad#10770880 11/15/2024

**CITY OF TITUSVILLE
NOTICE OF PROPOSED
ENACTMENT OF TITUSVILLE
CITY RESOLUTION
AND PUBLIC HEARING WITH
RESPECT THERETO**

PLEASE TAKE NOTICE that the City Council of the City of Titusville will hold a public hearing on **Tuesday, November 26, 2024**, at a meeting commencing at **6:30 p.m.**, at the City Titusville City Hall, second floor, Council chamber, 555 South Washington Avenue, Titusville, Florida 32796, to hear interested persons with regard to the following proposed resolution:

Resolution No. 22-2024 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA PURSUANT TO SECTION 196.1978(3)(o), FLORIDA STATUTES, ELECTING TO NOT EXEMPT CERTAIN PROPERTY UNDER SECTION 196.1978(3)(d)1.a., FLORIDA STATUTES, REFERRED TO AS THE "LIVE LOCAL ACT PROPERTY TAX EXEMPTION"; PROVIDING FOR FINDINGS, SEVERABILITY, AND AN EFFECTIVE DATE.

The proposed resolution 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 resolution.

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

Publication Date
2024-11-15

Subcategory
Miscellaneous Notices

Ad#10770880 11/15/2024

CITY OF TITUSVILLE

NOTICE OF PROPOSED

ENACTMENT OF TITUSVILLE CITY RESOLUTION
AND PUBLIC HEARING WITH RESPECT THERETO

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The proposed resolution may be inspected in the City Clerks 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 resolution.

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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

Renewed
11/15/24
PJ.

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the City Council
From: Scott Larese, City Manager
Subject: **Ordinance No. 45-2024 - Consolidated Fees for Development Applications and Legal Advertising Ordinance**
Department/Office: Community Development

Recommended Action:

Conduct the first reading of Ordinance No. 45-2024 Consolidated Fees for Development Applications and Legal Advertising.

Ordinance No. 45-2024 amending the Code of Ordinances by amending Community Development Fees by amending Development Review Procedures Manual Sections 17.1 "Comprehensive Plan Amendment, Zoning/Rezoning, Conditional Use Permits, Development Review Committee and Master Plan Fees", 17.4 "Board of Adjustments and Appeals Fees", 17.5. Development Agreement/Vested Rights Application/Beneficial Use Determination/Transfer of Development Rights/Administrative Waiver", and 17.6 "Vacating Rights-of-Way and Easement/Streets Renaming"; by adding a new Section 17.8 "Building Relocation Pursuant to Chapter 6-10, Buildings and Building Regulations, Amendments" to provide a Building Relocation Fee; by renumbering and amending Section 17.8 "Fee Refund/Waiver Policy" to be Section 17.9; and by adding a new Section 17.10 "Special Circumstances" authorizing City to collect fees equal to cost if new advertising requirements are created; providing for findings, severability, repeal of conflicting ordinances, incorporation into the code and an effective date. (This is a legislative item.) **(On November 12, 2024, City Council tabled the first reading to the regular City Council meeting on November 26, 2024 at 6:30 p.m. The public hearing will be scheduled for the regular City Council meeting on December 10, 2024 at 6:30 p.m.)**

On November 6, 2024, the Planning and Zoning Commission recommended approval, 7-0.

Summary Explanation & Background:

The City offers a number of significant services to its residents, business owners and visitors for which it charges fees that should be commensurate with the cost incurred by the City to perform the services. Currently, the City's development application fees are separated between the cost of processing the application and the cost of advertising

any necessary public hearing. The City regularly evaluates the true cost of services and proposes adjustments where necessary. Based on an evaluation of advertising costs for the past year, it is recommended the advertising fees be increased. Further, the advertising fees should be consolidated into the development application fees. The consolidated fees will provide ease of understanding by the public and implementation by the City. The staff recommends amending the Development Review Procedures Manual Section 17 by this ordinance, and updating the development application fees in order to include the cost of required advertising.

Alternatives:

1. Conduct the first reading of the ordinance with changes.
2. Do not conduct the first reading of the ordinance.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Goal 2 - Efficient & Effective Services

Goal 5 - Effective Governance

Strategic Plan Impact:

The advertising fee update will cover the cost for services. The consolidated fees will provide ease of understanding by the public and implementation by the City.

ATTACHMENTS:

1. Consolidated Fees for Development Applications and Legal Advertising Ordinance Council (3)

ORDINANCE NO. 45-2024

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING COMMUNITY DEVELOPMENT FEES BY AMENDING DEVELOPMENT REVIEW PROCEDURES MANUAL SECTIONS 17.1 “COMPREHENSIVE PLAN AMENDMENT, ZONING/REZONING, CONDITIONAL USE PERMITS, DEVELOPMENT REVIEW COMMITTEE AND MASTER PLAN FEES”, 17.4 “BOARD OF ADJUSTMENTS AND APPEALS FEES”, 17.5. DEVELOPMENT AGREEMENT/VESTED RIGHTS APPLICATION/BENEFICIAL USE DETERMINATION/TRANSFER OF DEVELOPMENT RIGHTS/ADMINISTRATIVE WAIVER”, AND 17.6 “VACATING RIGHTS-OF-WAY AND EASEMENT/STREETS RENAMING”; BY ADDING A NEW SECTION 17.8 “BUILDING RELOCATION PURSUANT TO CHAPTER 6-10, BUILDINGS AND BUILDING REGULATIONS, AMENDMENTS” TO PROVIDE A BUILDING RELOCATION FEE; BY RENUMBERING AND AMENDING SECTION 17.8 “FEE REFUND/WAIVER POLICY” TO BE SECTION 17.9; AND BY ADDING A NEW SECTION 17.10 “SPECIAL CIRCUMSTANCES” AUTHORIZING CITY TO COLLECT FEES EQUAL TO COST IF NEW ADVERTISING REQUIREMENTS ARE CREATED; PROVIDING FOR FINDINGS, SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE AND AN EFFECTIVE DATE.

WHEREAS, the City of Titusville offers a number of significant services to its residents, businesses owners and visitors for which it charges fees that should be commensurate with the cost incurred by the City to perform the services including the cost of advertising as required by Statute, and

WHEREAS, these fees have been established by the City, and the City desires to amend the Development Review Procedures Manual Section 17 by this ordinance, and adopt certain new fees in order to include the cost of required advertising into the fees for ease of understanding by the public and implementation by the City.

NOW, THEREFORE, 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 incorporated herein by this reference.

SECTION 2: That the Code of Ordinances, City of Titusville Development Review Procedures Manual, Section 17.1 “Comprehensive Plan Amendment, Zoning/Rezoning, Conditional Use Permits, Development Review Committee and Master Plan Fees”, is hereby amended to read as follows:

17.1. *Comprehensive Plan Amendment, Zoning/Rezoning, Conditional Use Permits, Development Review Committee, and other Master Plan Fees.*

(a) Comprehensive Plan Amendment (CPA) ~~\$1,575.00~~ \$3,025.00,
Plus \$8.00 per acre, ~~Plus legal advertisement cost Amendment (SSA) \$1950.~~

(b) Comprehensive Plan Amendment with Annexation \$4,475 Plus \$8.00 per acre.

(c) Small Scale Comprehensive Plan Amendment (SSA) \$1950 Plus \$8.00 per acre.

(db) Comprehensive Plan Amendment (Text Amendment) ~~\$735.00~~ 2,185.00

~~Plus legal advertisement cost~~

(~~ee~~) Land Development Regulations Amendment ~~\$ 1,575.00~~ 2,575.00

~~Plus legal advertisement cost~~

(~~fd~~) Zoning/Rezoning (When not accompanied by a CPA) ~~\$ 1,575.00~~ 1,875.00

Plus \$8.00 per acre, ~~Plus legal advertisement cost~~

(~~ge~~) Conditional Use (CUP) ~~\$ 1,575.00~~ 1,775.00

Plus \$8.00 per acre, ~~Plus legal advertisement cost~~

(~~hf~~) Planned Industrial Park, Planned Unit Development, Urban Village Zoning and other Master Plan approval or amendment ~~\$ 1,575.00~~ 1,825.00

Plus \$8.00 per acre and \$8.00 per lot/dwelling unit, ~~Plus legal advertisement cost~~ (The \$8.00 per acre fee for a Master Plan will not be collected when the Master Plan is accompanied by a CPA or REZ.)

(~~ig~~) Development Review Committee ~~\$250.00~~

SECTION 3: That the Code of Ordinances, City of Titusville Development Review Procedures Manual, Section 17.4 "Board of Adjustment and Appeals Fees", is hereby amended to read as follows:

17.4. *Board of Adjustment and Appeals Fees.*

(a) Appeals from decision of an administrative official: ~~\$475.00~~ 650.00

~~plus legal advertisement fee.~~ (Should the Board sustain the appeal, ~~\$475.00~~ fee and ~~advertisement fee~~ is refunded.)

(b) Variances:

(1) Single-family, multifamily zoning districts and non-profit organization properties:
~~\$265.00~~ 440.00

~~plus legal advertisement fee.~~

(2) All commercial, industrial, mixed use and any other district/uses not listed in subsection (b)(1) above: ~~\$525.00~~ 700.00

~~plus legal advertisement fee.~~

(3) Subsequent items processed at the same time as the first item: \$100.00 per additional request

(c) Public Purpose Variances ~~\$525.00~~ 700.00

~~plus legal advertisement fee.~~

SECTION 4: That the Code of Ordinances, City of Titusville Development Review Procedures Manual, Section 17.5 "Development agreement/vested rights application/beneficial use determination/transfer of development rights/administrative waiver", is hereby amended to read as follows:

17.5. *Development agreement/vested rights application/beneficial use determination/transfer of development rights/administrative waiver.*

(a) Development Agreement ~~\$1,575.00~~ 1,825.00
plus \$8.00 per dwelling unit/1,000 square feet nonresidential ~~plus legal advertisement cost.~~

(b) Vested Rights Application \$1,575.00
plus \$8.00 per dwelling unit/1,000 square feet nonresidential ~~plus legal advertisement cost.~~

(c) Beneficial Use Determination ~~\$1,575.00~~ Based upon remedy requested:
(1) Comprehensive Plan Amendment \$3,025.00 Plus \$8 per acre per dwelling unit/1,000 square feet nonresidential
(2) Small Scale Comprehensive Plan Amendment \$1,950.00 Plus \$8 per acre per dwelling unit/1,000 square feet nonresidential
(3) Comprehensive Plan Text Amendment \$2,185.00
(4) Rezoning (When not accompanied by a CPA) \$1,875.00 Plus \$8 per acre per dwelling unit/1,000 square feet nonresidential
(5) Conditional Use Permit \$1,775.00
plus \$8.00 per dwelling unit/1,000 square feet nonresidential ~~plus legal advertisement cost.~~

(d) Transfer of Development Rights ~~\$475.00~~ 725.00
plus \$8.00 per dwelling unit.

(e) Administrative Waiver of Setbacks/Minimum Lot Size \$105.00

SECTION 5: That the Code of Ordinances, City of Titusville Development Review Procedures Manual, Section 17.6 “Vacating rights-of-way and easements/street renaming”, is hereby amended to read as follows:

17.6. *Vacating rights-of-way and easements/street renaming.*

(a) Vacating and Abandoning Rights-of-Way (ROWS) Streets and Alleys: ~~\$935.00~~ 1,410.00
~~plus legal advertisement cost.~~

(b) Vacating and Abandoning of Plats: \$1475.00

~~(c)~~ Vacating Easement: ~~\$935.00~~ 1,410.00
~~plus legal advertisement cost.~~

~~(d)~~ Street Renaming: ~~\$630.00~~

SECTION 6. That the Code of Ordinances, City of Titusville is hereby amended by adding a section, to be numbered Development Review Procedures Manual, Section 17.8 “Building Relocation Pursuant to Chapter 6-10, Buildings and Building Regulations, Amendments”, which said section reads as follows:

17.8 Building Relocation Pursuant to Chapter 6-10, Buildings and Building Regulations, Amendments

(a) Building Relocation: \$200.

SECTION 7: That the Code of Ordinances, City of Titusville Development Review Procedures Manual, Section 17.8 “Fee Refund/Waiver Policy”, is hereby amended to read as follows:

17.98. *Fee Refund/Waiver Policy.* Requests for fee refunds or waivers shall be provided to the City Manager or designee in writing, and the request shall be evaluated based upon the following criteria:

- (a) Advertising fees, which in some cases are included within the application fee, will be refunded if an application is withdrawn in writing prior to the City submitting the advertisement to the newspaper.
- (b) With the exception of building permit fees and advertising fees, waivers may be approved by the City Manager or designee for public projects or affordable housing projects.
- (c) The City Manager may waive fees during declared emergencies, for projects or situations related to the said emergency.
- (d) The City Manager may waive all or a portion of a fee, if the fee is the result of staff error.
- (e) The City Manager or designee may waive the double building permit fee when justifiable cause has been demonstrated in writing.

SECTION 8: That the Code of Ordinances, City of Titusville is hereby amended by adding a section, to be numbered Development Review Procedures Manual, Section 17.9 “Special Circumstances”, which section reads as follows:

17.10. *Special Circumstances.* Changes in Florida Statutes or special circumstances may require advertising of applications not listed above. The City Manager or designee shall require payment of advertising fees equal to the charge made to the City for the required advertisement(s).

SECTION 9: 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 10: REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS. 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 11: 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.

SECTION 12: EFFECTIVE DATE. This Ordinance shall be 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 _____ day of _____ 2024.

Andrew Connors, Mayor

ATTEST:

Wanda F. Wells, City Clerk

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the City Council
From: Scott Larese, City Manager
Subject: **Ordinance No. 46-2024 - Willow Creek Community Development District (CDD) Contraction Amendment**
Department/Office: Community Development

Recommended Action:

Conduct the first reading of Ordinance No. 46-2024 Willow Creek Community Development District (CDD) Contraction Amendment.

Ordinance No. 46-2024 amending Ordinance No. 88-2005 and contracting the boundary of the Willow Creek Community development district pursuant to Chapter 190, Florida Statutes (2024); providing a title; providing findings; describing the amended external boundaries of the district; describing the functions and powers of the district; providing for notice requirements; providing for severability; providing for administrative correction of the scrivener's errors; and providing an effective date. **(On November 12, 2024, City Council tabled the first reading to the regular City Council meeting on November 26, 2024 at 6:30 p.m. The public hearing will be scheduled for the regular City Council meeting on December 10, 2024 at 6:30 p.m.)**

Summary Explanation & Background:

The "Uniform Community Development Act of 1980", Chapter 190, *Florida Statutes* ("Act"), sets forth the exclusive and uniform method for establishing a community development district. The Willow Creek Community Development District (CDD), has filed a Petition to Amend the Boundaries of the Willow Creek Community Development District pursuant to Section 190.046, *Florida Statutes*. The District is a local unit of special-purpose government established pursuant to the provisions of the Act and City of Titusville Ordinance No. 88-2005. The amendment of the District boundaries will not act to amend any land development approvals and/or applicable land development regulations governing the land area to be included within the District. The amendment of the District boundaries will constitute a timely, efficient, effective, responsive, and economic way to deliver community development services in the area described in the Petition.

Alternatives:

Do not conduct the first reading of the ordinance.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Goal 2 - Efficient & Effective Services

Strategic Plan Impact:

The CDD will be responsible for the maintenance of common area infrastructure in the Willow Creek development.

ATTACHMENTS:

1. CDD Boundary Amendment Ordinance - Willow Creek Council 11-12-24
2. Willow Creek CDD Contraction Amendment Petition

ORDINANCE NO. 46- 2024

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING ORDINANCE NO. 88-2005 AND CONTRACTING THE BOUNDARY OF THE WILLOW CREEK COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2024); PROVIDING A TITLE; PROVIDING FINDINGS; DESCRIBING THE AMENDED EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; PROVIDING FOR NOTICE REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF THE SCRIVENER’S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the "Uniform Community Development Act of 1980", Chapter 190, *Florida Statutes* ("Act"), sets forth the exclusive and uniform method for establishing a community development district; and

WHEREAS, the Willow Creek Community Development District (“District”), has filed a Petition to Amend the Boundaries of the Willow Creek Community Development District (“the Petition”), with the City Council of the City of Titusville, Florida (the "City Council"), pursuant to Section 190.046, *Florida Statutes*; and

WHEREAS, copies of the Petition filed on July 18, 2024, are attached hereto as **Composite Exhibit "A"** and made a part hereof by reference; and

WHEREAS, the District is a local unit of special-purpose government established pursuant to the provisions of the Act and City of Titusville Ordinance No. 88-2005 (the “CDD Ordinance”), a copy of the CDD Ordinance is attached hereto as **Exhibit “B”** and made a part hereof by reference; and

WHEREAS, the owners of one hundred percent (100%) of the real property to be included in the District have provided consent to the Petition; and

WHEREAS, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at a duly noticed public hearing conducted by the City Council on November 26, 2024, pursuant to section 190.046(1)(b), *Florida Statutes*; and

WHEREAS, upon consideration of the record established at the duly noticed public hearing, the City Council has considered the record of the public hearing, and the statutory factors set forth in section 190.046, *Florida Statutes*, in making its determination to grant or deny the Petition; and

WHEREAS, the amendment of the District boundaries shall not act to amend any land development approvals and/or applicable land development regulations governing the land area to be included within the District; and

WHEREAS, the amendment of the District boundaries will constitute a timely, efficient,

effective, responsive, and economic way to deliver community development services in the area described in the Petition; and

WHEREAS, the City Council, pursuant to the information contained within the Petition and otherwise being fully advised as to the facts and circumstances contained within the request of the District, finds as follows:

- (1) The statements within the Petition are true and correct; and
- (2) The appropriate City of Titusville staff have reviewed the Petition and have advised the City Council that said Petition is complete; and
- (3) The amendment of the District by this Ordinance is subject to and not inconsistent with any applicable element or portion of the State Comprehensive Plan or the City of Titusville Comprehensive Plan; and
- (4) The area of land located within the District, as amended, is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as one functional, interrelated community; and
- (5) The District, as amended, is the best alternative available for delivering community development services and facilities to the area that will be served by the District; and
- (6) The community development services and facilities of the District, as amended, will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and
- (7) The area that will be served by the District, as amended remains amenable to separate special-district government; and

WHEREAS, pursuant to the Act, the District does not have the power of a local government to adopt a comprehensive plan, building code, land development code, and/or take any action which is inconsistent with applicable comprehensive plans, ordinances, and/or regulations of the applicable local general-purpose government; and

WHEREAS, pursuant to the Act, all governmental planning, environmental, and land development law(s), regulation(s), and/or ordinances of the City of Titusville, apply to all development(s) of the land(s) within the District; and

WHEREAS, this Ordinance shall not act to amend any land development approvals governing the land area to be included within the District; and

WHEREAS, upon the effective date of this Ordinance, the Willow Creek Community Development District, as amended, will be duly and legally authorized to exist on the proposed property and to exercise all of its general and special powers as limited by this Ordinance and applicable law.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA:

SECTION 1. TITLE. This Ordinance shall be known and may be cited as the "Willow Creek Community Development District Boundary Amendment Ordinance."

SECTION 2. INCORPORATION OF RECITALS. The City Council of the City of Titusville finds that the factual recitals (WHEREAS clauses) form a factual and material basis for the approval of this Ordinance and hereby incorporates said findings into this Ordinance.

SECTION 3. AUTHORITY. This Ordinance is enacted in compliance with and pursuant to the Act. Nothing contained herein shall constitute an amendment to any land development regulation(s) and/or approvals for the land area included within the District, as amended.

SECTION 4. FINDINGS. The City Council of the City of Titusville, Florida, hereby finds and determines, pursuant to Section 190.005 and 190.046, Florida Statutes, and applicable provisions of the Act, based on the testimony and evidence presented at the duly noticed public hearing held on November 26, 2024, and the record established at the said duly noticed public hearing, as follows:

- A. The statements within the Petition are true and correct; and
- B. The appropriate City of Titusville staff have reviewed the Petition and have advised the City Council that said Petition is complete; and
- C. The amendment of the District by this Ordinance is subject to and not inconsistent with any applicable element or portion of the State Comprehensive Plan or the City of Titusville Comprehensive Plan; and
- D. The area of land located within the District, as amended, is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as one functional, interrelated community; and
- E. The District, as amended, is the best alternative available for delivering community development services and facilities to the area that will be served by the District; and
- F. The community development services and facilities of the District, as amended, will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and
- G. The area that will be served by the District, as amended remains amenable to separate special-district government; and

SECTION 5. EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are hereby amended as set forth in the Petition, the District will encompass a total of 257.74 acres, more or less, as described and depicted in **Composite Exhibit "A"** attached hereto and incorporated herein by reference.

SECTION 6. FUNCTIONS AND POWERS. The powers and functions of the District are described in Chapter 190 of the Florida Statutes, as follows:

A. The District, as amended, may exercise powers and functions described in Sections 190.011 and 190.012(1) and (2) (a) and (d), *Florida Statutes*.

B. Consent is hereby given to the District's Board of Supervisors to exercise additional powers to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for: parks and facilities for indoor and outdoor recreational, cultural, and education uses as described and authorized by Section 190.012(2)(a), Florida Statutes and security powers, including but not limited to walls, fences, and electronic intrusion detection, as authorized and described in Section 190.012(2)(d), *Florida Statutes*.

C. In the exercise of its powers, the District shall comply with all applicable governmental laws, rules, regulations and policies including, but not limited to, all City of Titusville ordinances and policies governing land planning and permitting of the development to be served by the District.

D. The District shall not have any zoning or permitting powers governing land development or the use of land.

E. Bonds to be issued by the District shall not constitute a debt, liability or general obligation of the City of Titusville, Florida, Brevard County or of the State of Florida, or of any political subdivision thereof, but shall be payable solely from the Pledged Revenues designated for the Bonds.

F. This Ordinance is not intended, nor shall it be construed to expand, modify or delete any provision(s) of the Act, as set forth in Chapter 190, *Florida Statutes*, nor shall it be intended to modify, restrict or expand any current prospective development or utility agreements.

SECTION 7. NOTICE REQUIREMENTS. Petitioner has caused a notice of a public hearing on the consideration of the Petition to be published in a newspaper at least once a week for four (4) successive weeks immediately prior to such public hearing consistent with the Act.

SECTION 8. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be deemed severable and the remaining provisions shall continue remain in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 9. ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS. Sections of this Ordinance may be renamed or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or his/her designee, without need of public hearing, by filing a corrected or re-codified copy of

same with the City Clerk. A certified copy of this enacting ordinance shall be located in the Office of the City Clerk of the City of Titusville, Florida. The City Clerk shall also make copies available to the public for a reasonable publication charge.

SECTION 10. 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 ____ day of _____, 2024.

CITY OF TITUSVILLE, FLORIDA

Andrew Connors, Mayor

ATTEST:

Wanda F. Wells, City Clerk

Exhibit "A":

Petition to Amend the Boundaries of the Willow Creek Community Development District

Exhibit "B":

Ordinance establishing the Willow Creek Community Development District

BEFORE THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA

**PETITION TO CONTRACT THE BOUNDARIES OF THE
WILLOW CREEK COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, Willow Creek Community Development District (hereafter the “**District**”), a local unit of special-purpose government established pursuant to the provisions of Chapter 190, *Florida Statutes*, and City of Titusville Ordinance No. 88-2005 (the “**Ordinance**”), and located within the City of Titusville, Florida (the “**City**”), hereby petitions the City Council of the City, pursuant to the “Uniform Community Development District Act of 1980,” Chapter 190, *Florida Statutes*, and specifically Section 190.046(1)(b), *Florida Statutes*, to adopt an amendment to the Ordinance to remove approximately 425.15 acres, more or less, from the District. In support of this Petition, Petitioner states as follows:

1. History and Basis for Petition. On December 19, 2005, upon petition by Willow Creek Residential Community Developers, Inc., the City Council of the City adopted Ordinance No. 88-2005, establishing the District effective the same date. The District currently comprises approximately 682.89 acres of land as identified in the Ordinance (the “**Existing District**”). The current members of the Board of Supervisors of the District (the “**Board**”) were duly elected at a landowners’ elections held on November 6, 2020 and November 4, 2022, or otherwise appointed to fill open seats. The Board authorized an amendment of the District’s boundaries on June 7, 2024.

2. Location and Size. The District currently consists of land located within the City. The Contraction Parcels (hereinafter defined) are located entirely within the City. **Exhibit 1** depicts the general location of the Existing District and the Contraction Parcels. The metes and bounds and legal description of the current District is provided in **Exhibit 2**. The metes and bounds

description of the land proposed to be contracted from the District (the “**Contraction Parcels**”), is set forth in **Exhibit 3**. After contraction, the District will encompass a total of approximately 257.74 acres of land, more or less. The metes and bounds and legal description of the proposed District boundary after the contraction are set forth in **Exhibit 4** (the “**Amended District**”).

3. Landowner Consent. The District has written consent to amend the boundary of the District from the owner of the Contraction Parcels. Documentation of the consent is contained in **Exhibit 5**. The favorable action of the Board of Supervisors of the District also constitutes consent for all of the landowners currently within the District pursuant to Section 190.046(1)(g), *Florida Statutes*, and is evidenced by the District’s adoption of Resolution No. 2024-04, and submission of this Petition. Resolution No. 2024-04 is attached hereto as **Exhibit 6**.

4. Future Land Uses. The designation of future general distribution, location and extent of the public and private land uses proposed for the area to be contracted from the District by the future land use plan element of the City Comprehensive Plan are shown on **Exhibit 7**. Contraction of the District in the manner proposed is not inconsistent with the adopted City Comprehensive Plan. Furthermore, all development within the Contraction Parcels and the Amended District will continue to be subject to the same development regulation, permitting requirements and zoning as required by the State of Florida, Brevard County and the City following contraction of the District’s boundaries.

5. District Facilities and Services. No facilities or services are currently being provided by the District to the Contraction Parcels. The Contraction Parcel is anticipated to be developed as set forth in the concurrently submitted Petition to Establish the Willow Creek II Community Development District. That concurrent petition contains the proposed timetable of

construction of proposed district services to the area and the estimated cost of construction the proposed improvements contained therein.

6. Statement of Estimated Regulatory Costs. **Exhibit 8** is the Statement of Estimated Regulatory Costs (“**SERC**”) prepared in accordance with the requirements of Section 120.541, *Florida Statutes*. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

7. Authorized Agent. The counsel for the Petitioner is Kilinski | Van Wyk PLLC. A copy of the Authorization of Agent is attached hereto as **Exhibit 9**. Copies of all correspondence and official notices should be sent to:

Jennifer Kilinski, Esq.
jennifer@cddlawyers.com
Patrick Collins, Esq.
patrick@cddlawyers.com
KILINSKI | VAN WYK PLLC
517 E. College Avenue
Tallahassee, Florida 32301

8. This Petition to contract the boundary of the Willow Creek Community Development District should be granted for the following reasons:

a. Amendment of the District and all land uses and services planned within the District as amended are not inconsistent with applicable elements or portions of the adopted State Comprehensive Plan, the Brevard County Comprehensive Plan, or the City Comprehensive Plan.

b. The District, as amended, will be of a sufficient size and will be sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The District, as amended, is the best alternative available for delivering community development services and facilities to the area that will be served by the District.

d. The District, as amended, will not be incompatible with the capacity and uses of existing local and regional community development services and facilities.

e. The area to be served by the District, as amended, is still amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the City Council of the City of Titusville, Florida to:

a. Schedule a public hearing in accordance with the requirements of Section 190.046(1)(b), *Florida Statutes*; and

b. Grant this Petition and amend the Ordinance to contract the boundaries of the District pursuant to Chapter 190, *Florida Statutes*.

RESPECTFULLY SUBMITTED, this 18th day of July 2024.

KILINSKI VAN WYK PLLC

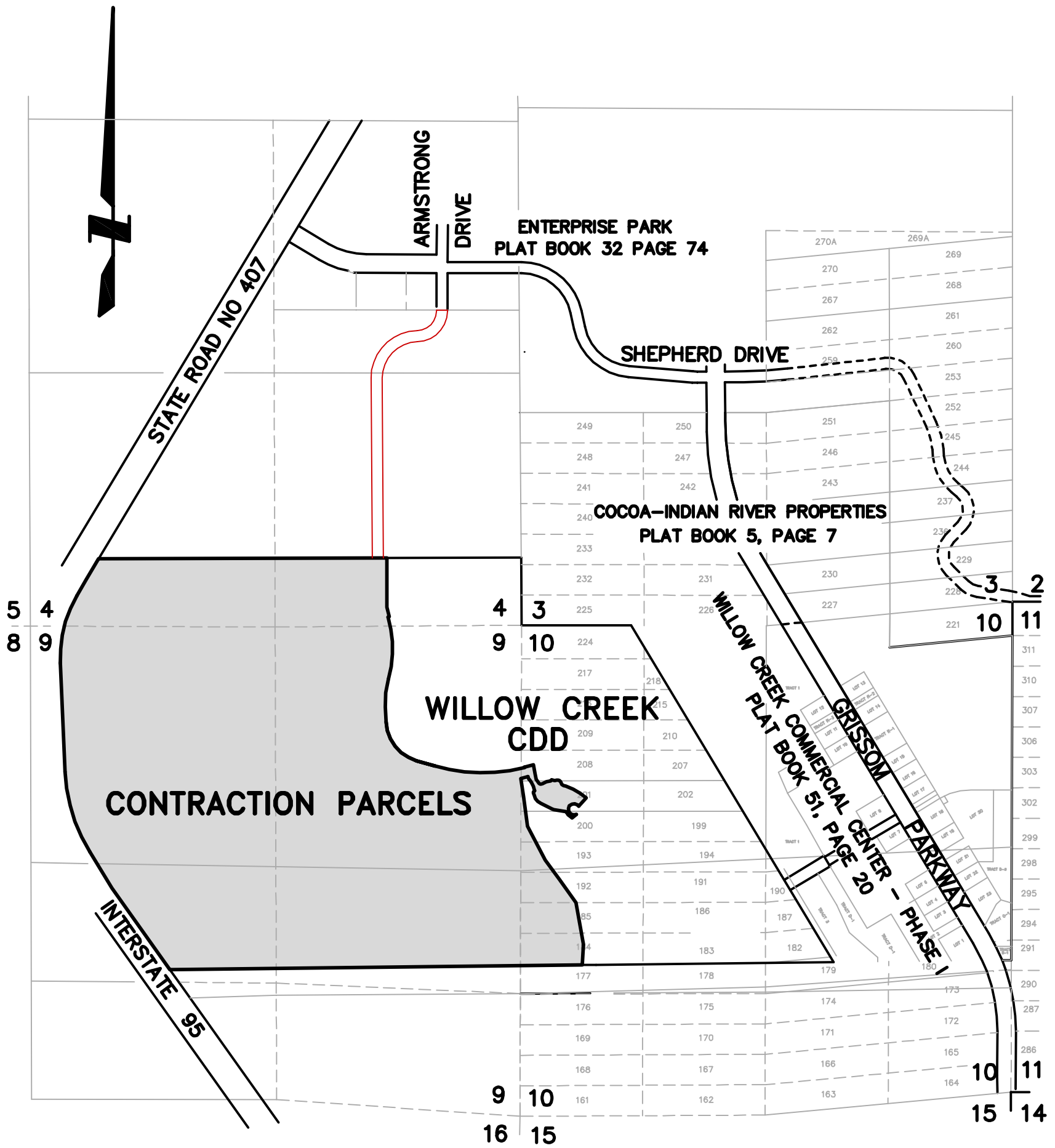
_____/s/ Jennifer Kilinski

Jennifer Kilinski, Esq.
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jennifer@cddlattorneys.com
Patrick Collins, Esq.
Florida Bar No. 1038611
patrick@cddlattorneys.com

KILINSKI | VAN WYK PLLC
517 E. College Avenue
Tallahassee, Florida 32301
(877) 350-0372 (telephone)
District Counsel for the Willow Creek Community
Development District

EXHIBIT 1

LOCATION MAP



TOWNSHIP 23 SOUTH, RANGE 35 EAST

BREVARD COUNTY
 VERONA CDD II
 SEC: 4,9 AND 10
 SEC: TWN: 23 RNG: 35
 DATUM: N/A
 SCALE: N/A



Honeycutt & Associates, Inc.
ENGINEERS - PLANNERS
 3700 South Washington Avenue
 Titusville, Florida 32780
 (321) 267-6233 Fax (321) 269-7847
 Certificate of Authorization EB-0007623

APPLICANT:
 CAROLINA HOLDINGS
 DATE:
 SHEET C-1

EXHIBIT 2

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING LOTS 184, 185, 186, 191, 192, 193, 200, 201, 208, 209, 216 AND 217 TOGETHER WITH PORTIONS OF LOTS 177, 178, 179, 182, 183, 187, 190, 194, 195, 199, 202, 207, 210, 215, 218, 223 AND 224 AS SHOWN ON THE PLAT OF COCOA-INDIAN RIVER PROPERTIES AS RECORDED IN PLAT BOOK 5, PAGE 7 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF THE NORTH 3/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA LYING EAST OF THE EASTERLY RIGHT-OF-WAY LINE INTERSTATE 95 AND STATE ROAD NO. 407.

TOGETHER WITH:

A PORTION OF THE SOUTH 1/2 OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST LYING EAST OF THE EASTERLY LINE OF STATE ROAD NO. 407.

TOGETHER WITH:

TRACT R-4, WILLOW CREEK COMMERCIAL CENTER PHASE I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 51, PAGES 20-26, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

ALL OF THE ABOVE-BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA; THENCE NORTH 00°11'12" EAST ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1327.76 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/4 OF SAID SECTION 10; THENCE CONTINUE NORTH 00°11'12" EAST ALONG SAID EAST LINE OF SECTION 10, A DISTANCE OF 101.45 FEET; THENCE SOUTH 89°22'09" WEST DISTANCE OF 316.46 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF GRISSOM PARKWAY AS DESCRIBED IN O.R. BOOK 2721, PAGE 910, OF THE SAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE SOUTH 89°22'09" WEST, OF 1608.67 FEET TO THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE SOUTH 89°22'09" WEST ALONG SAID LINE, A DISTANCE OF 7,192.35 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95; THENCE RUN ALONG THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95 AND STATE ROAD 407 (A.K.A. CHALLENGER MEMORIAL PARKWAY) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 7006-2501 FOR THE FOLLOWING SEVEN CALLS:

NORTH 35°26'31" WEST, A DISTANCE OF 1,079.54 FEET; THENCE NORTH 31°25'51" WEST, A DISTANCE OF 461.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,819.86 FEET, AND A CENTRAL ANGLE OF 28°53'59"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 917.93 FEET; THENCE NORTH 02°31'52" WEST, A DISTANCE OF 1,179.02 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,342.40 FEET, AND A CENTRAL ANGLE OF 32°21'46"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 758.24 FEET; THENCE NORTH 29°49'54" EAST, A DISTANCE OF 198.99 FEET;

THENCE NORTH 30°59'13" EAST, A DISTANCE OF 268.32 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE RUN NORTH 89°52'19" EAST, A DISTANCE OF 2,962.61 FEET; THENCE NORTH 00°20'28" WEST, A DISTANCE OF 1,948.46 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE~ · CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 510.00 FEET, AND A CENTRAL ANGLE OF 89°04'25"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 792.86 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 215.00 FEET, AND A CENTRAL ANGLE OF 88°29'47"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 332.08 FEET; THENCE NORTH 00°14'10" EAST, A DISTANCE OF 9.80 FEET TO THE SOUTHEAST CORNER OF TRACT D, ENTERPRISE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 32, PAGE 74, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 89°52'14" EAST ALONG THE SOUTH LINE OF SAID ENTERPRISE PARK, A DISTANCE OF 120.00 FEET TO THE SOUTHWEST CORNER OF TRACT C OF SAID ENTERPRISE PARK; THENCE LEAVING SAID SOUTH LINE RUN SOUTH 00°14'10" WEST, A DISTANCE OF 10.02 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 335.00 FEET, AND A CENTRAL ANGLE OF 88°29'47"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 517.43 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 390.00 FEET, AND A CENTRAL ANGLE OF 89°04'25"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 606.31 FEET; THENCE SOUTH 00°20'28" EAST, A DISTANCE OF 1,948.91 FEET; THENCE NORTH 89°52'19" EAST, A DISTANCE OF 1,494.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 4 AND THE WEST LINE OF SAID PLAT OF COCOA-INDIAN RIVER PROPERTIES; THENCE SOUTH 00°24'39" EAST ALONG SAID EAST AND WEST LINE, A DISTANCE OF 731.37 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 4 AND SAID POINT· BEING THE SOUTHWEST CORNER OF LOT 225 OF SAID PLAT OF COCOA-INDIAN RIVER PROPERTIES; THENCE SOUTH 89°50'05" EAST ALONG THE NORTH LINE OF SAID SECTION 10 AND THE SOUTH LINE OF SAID LOT 225, A DISTANCE OF 1,188.05 FEET TO THE NORTHWEST CORNER OF TRACT 1, OF SAID WILLOW CREEK COMMERCIAL CENTER PHASE I; THENCE SOUTH 31°01'11" EAST ALONG THE WEST LINE OF SAID TRACT 1, A DISTANCE OF 3,213.07 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 1; THENCE NORTH 58°58'49" EAST ALONG THE SOUTH LINE OF SAID TRACT 1, A DISTANCE OF 500.56 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 1, SAID POINT BEING ON THE WEST LINE OF LOT 9 OF SAID WILLOW CREEK COMMERCIAL CENTER PHASE I; THENCE SOUTH 28°52'20" EAST ALONG SAID WEST LINE, A DISTANCE OF 15.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 31°01'11" EAST ALONG THE NORTHERLY EXTENSION OF LOT 6, OF SAID WILLOW CREEK COMMERCIAL CENTER PHASE I, A DISTANCE OF 115.00 FEET TO THE NORTHEAST CORNER OF TRACT D-1, OF SAID WILLOW CREEK COMMERCIAL CENTER PHASE I; THENCE SOUTH 58°58'49" WEST ALONG THE NORTH LINE OF SAID TRACT D-1 AND THE NORTH LINE OF TRACT 3, OF SAID WILLOW CREEK COMMERCIAL CENTER PHASE I, A DISTANCE OF 500.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT 3; THENCE SOUTH 31°01'11" EAST ALONG THE WEST LINE OF SAID TRACT 3, A DISTANCE OF 911.11 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 682.89 ACRES OF LAND MORE OR LESS.

EXHIBIT 3

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING PORTIONS OF LOTS 184, 185, 192, 193, 200, 201, AND 208 AS SHOWN ON THE PLAT OF COCOA-INDIAN RIVER PROPERTIES AS RECORDED IN PLAT BOOK 5, PAGE 7 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF THE NORTH 3/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA LYING EAST OF THE EASTERLY RIGHT OF WAY LINE INTERSTATE 95 AND STATE ROAD NO.407.

ALSO TOGETHER WITH:

A PORTION OF THE SOUTH 1/2 OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO.407.

ALL OF THE ABOVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, THENCE N.00°11'12"E., ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1327.76 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/4 OF SAID SECTION 10; THENCE CONTINUE N.00°11'12"E., ALONG SAID EAST LINE OF SECTION 10, A DISTANCE OF 101.45 FEET; THENCE S.89°22'09"W., 316.46 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF GRISSOM PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2721, PAGE 910 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE S.89°22'09"W., 4330.71 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.89°22'09"W., 4470.31 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE ALONG THE RIGHT OF WAY LINES OF INTERSTATE 95 AND STATE ROAD NO.407, THE FOLLOWING SEVEN COURSES AND DISTANCES; THENCE N.35°26'31"W., 1079.54 FEET; THENCE N.31°25'51"W., 461.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1819.86 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°53'59", 917.93 FEET TO THE POINT OF TANGENCY; THENCE N.02°31'52"W., 1179.02 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1342.40 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°21'46", 758.24 FEET TO THE POINT OF TANGENCY; THENCE N.29°49'54"E., 198.99 FEET; THENCE N.30°59'13"E., 268.32 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE OF INTERSTATE 95 ON A BEARING OF N.89°52'19"E., 3122.20 FEET TO THE MOST NORTHWESTERLY CORNER OF VERONA – VILLAGE "B", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 73, PAGES 29 THROUGH 36 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY LINE OF THE AFORESAID PLAT OF VERONA – VILLAGE "B", THE FOLLOWING TWO (2) COURSES AND DISTANCES: THENCE S. 00°07'38"E., 533.14 FEET; THENCE S.15°34'01"E., 105.25 FEET; THENCE S.76°55'42"W., 17.53 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF "WILLOW CREEK BOULEVARD" (A 90.00 FOOT WIDE PUBLIC RIGHT OF WAY) AS SHOWN ON THE AFORESAID PLAT OF VERONA – VILLAGE "B"; SAID POINT BEING ON A NON-TANGENT

CIRCULAR CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1210.50 FEET; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID PUBLIC RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 32°16'15", 681.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 957.08 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 18°10'53", 303.71 FEET TO THE POINT OF TANGENCY; THENCE S.02°29'18"E., 162.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 459.29 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 71°22'59", 572.21 FEET TO THE POINT OF TANGENCY; THENCE S.73°49'59"E., 207.65 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1879.88 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 28°09'01", 923.61 FEET TO A POINT ON THE WEST LINE OF VERONA-VILLAGE "D", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 71, PAGES 18 THROUGH 24 OF THE AFORESAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N.08°34'09"W., ALONG SAID WEST LINE, A DISTANCE OF 6.94 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF VERONA-VILLAGE "D"; SAID POINT BEING ON A NON-TANGENT CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 805.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID PLAT OF VERONA-VILLAGE "D", THROUGH A CENTRAL ANGLE OF 05°26'28", 76.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 795.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID PLAT OF VERONA-VILLAGE "D", THROUGH A CENTRAL ANGLE OF 05°57'04", 82.57 FEET TO THE WEST CORNER OF TRACT REC-2, AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE DEPARTING SAID NORTH LINE, RUN S.09°28'11"E., 95.03 FEET TO THE NORTHEAST CORNER OF TRACT REC-1, AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE RUN ALONG THE BOUNDARY OF SAID TRACT REC-1 THE FOLLOWING THIRTY-SEVEN (37) COURSES AND DISTANCES: THENCE S.13°00'01"E., 66.81 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°32'33", 54.42 FEET TO THE POINT OF TANGENCY; THENCE S.57°32'34"E., 11.11 FEET; THENCE S.81°34'25"E., 11.77 FEET; THENCE N.74°26'37"E., 14.74 FEET; THENCE N.63°33'32"E., 48.72 FEET; THENCE N.80°02'14"E., 48.82 FEET; THENCE N.27°54'32"E., 18.00 FEET; THENCE S.66°31'54"E., 30.55 FEET; THENCE N.75°46'30"E., 28.29 FEET; THENCE S.86°37'24"E., 15.33 FEET; THENCE S.74°09'46"E., 12.79 FEET; THENCE S.48°16'14"E., 17.65 FEET; THENCE S.35°45'28"E., 12.66 FEET; THENCE S.15°02'04"E., 23.54 FEET; THENCE S.65°38'01"E., 25.44 FEET; THENCE S.70°56'30"E., 21.68 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 646.77 FEET AND TO WHICH POINT A RADIAL LINE BEARS N.18°15'43"E.; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°32'03", 254.37 FEET TO A POINT OF TANGENCY; THENCE ON A RADIAL LINE OF S.40°47'46"W., 120.00 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF PECORINO COURT AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D" AND ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 526.78 FEET; THENCE NORTHWESTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°15'51", 20.82 FEET

TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 61.00 FEET; THENCE SOUTHWESTERLY TO NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 254°11'29", 270.62 FEET TO THE POINT OF CUSP AND TO WHICH POINT A RADIAL LINE BEARS S.35°56'53"E.; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN S.52°19'17"W., 72.35 FEET; THENCE N.38°11'57"W., 11.02 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE EASTERLY, AND HAVING A RADIUS OF 89.50 FEET AND TO WHICH POINT A RADIAL LINE BEARS S.18°23'35"W., THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°38'31", 86.92 FEET; THENCE N.80°35'10"W., 132.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 68.50 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°49'57", 20.12 FEET TO THE POINT OF TANGENCY; THENCE N.63°45'13"W., 134.69 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 145.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°12'22", 119.47 FEET TO THE POINT OF TANGENCY; THENCE N.16°32'51"W., 23.24 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°54'40", 31.38 FEET; THENCE N.12°55'16"W., 31.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 81.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°12'05", 17.25 FEET TO THE POINT OF TANGENCY; THENCE N.25°07'21"W., 50.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 81.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°54'15", 29.55 FEET TO THE POINT OF TANGENCY; THENCE N.46°01'36"W., 11.58 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS 49.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°46'08", 25.46 FEET TO THE POINT OF TANGENCY; THENCE N.16°00'44"W., 7.75 FEET TO THE SOUTHEAST CORNER OF TRACT L-7 AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE S.76°27'51"E., 78.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT L-7, SAID POINT BEING ON THE WEST LINE OF SAID PLAT OF VERONA-VILLAGE "D"; THENCE RUN ALONG THE WESTERLY LINE OF AFORESAID PLAT OF VERONA-VILLAGE "D", THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: THENCE RUN S.08°34'09"E., 201.72 FEET; THENCE S.07°57'44"E., 319.64 FEET; THENCE S.27°28'40"E., 417.26 FEET; THENCE S.36°41'30"E., 257.82 FEET; THENCE S.34°33'08"E., 308.78 FEET; THENCE S.10°27'19"E., 458.41 FEET; THENCE S.02°55'36"W., 222.15 FEET TO THE POINT OF BEGINNING, CONTAINING 425.15 ACRES.

EXHIBIT 4

EXHIBIT 1

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING LOTS 184, 185, 186, 191, 192, 193, 200, 201, 208, 209, 216 AND 217 TOGETHER WITH PORTIONS OF LOTS 177, 178, 179, 182, 183, 187, 190, 194, 195, 199, 202, 207, 210, 215, 218, 223 AND 224 AS SHOWN ON THE PLAT OF COCOA-INDIAN RIVER PROPERTIES AS RECORDED IN PLAT BOOK 5, PAGE 7 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF THE NORTH 3/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA LYING EAST OF THE EASTERLY RIGHT-OF-WAY LINE INTERSTATE 95 AND STATE ROAD NO. 407.

TOGETHER WITH:

A PORTION OF THE SOUTH 1/2 OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST LYING EAST OF THE EASTERLY LINE OF STATE ROAD NO. 407.

TOGETHER WITH:

TRACT R-4, WILLOW CREEK COMMERCIAL CENTER PHASE I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 51, PAGES 20-26, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

ALL OF THE ABOVE-BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA; THENCE NORTH 00°11'12" EAST ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1327.76 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/4 OF SAID SECTION 10; THENCE CONTINUE NORTH 00°11'12" EAST ALONG SAID EAST LINE OF SECTION 10, A DISTANCE OF 101.45 FEET; THENCE SOUTH 89°22'09" WEST DISTANCE OF 316.46 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF GRISSOM PARKWAY AS DESCRIBED IN O.R. BOOK 2721, PAGE 910, OF THE SAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE SOUTH 89°22'09" WEST, OF 1608.67 FEET TO THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE SOUTH 89°22'09" WEST ALONG SAID LINE, A DISTANCE OF 7,192.35 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95; THENCE RUN ALONG THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95 AND STATE ROAD 407 (A.K.A. CHALLENGER MEMORIAL PARKWAY) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 7006-2501 FOR THE FOLLOWING SEVEN CALLS: NORTH 35°26'31" WEST, A DISTANCE OF 1,079.54 FEET; THENCE NORTH 31°25'51" WEST, A DISTANCE OF 461.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,819.86 FEET, AND A CENTRAL ANGLE OF 28°53'59"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 917.93 FEET; THENCE NORTH 02°31'52" WEST, A DISTANCE OF 1,179.02 FEET TO THE POINT OF CURVATURE OF A CIRCULAR

CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,342.40 FEET, AND A CENTRAL ANGLE OF 32°21'46"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 758.24 FEET; THENCE NORTH 29°49'54" EAST, A DISTANCE OF 198.99 FEET; THENCE NORTH 30°59'13" EAST, A DISTANCE OF 268.32 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE RUN NORTH 89°52'19" EAST, A DISTANCE OF 2,962.61 FEET; THENCE NORTH 00°20'28" WEST, A DISTANCE OF 1,948.46 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE~ . CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 510.00 FEET, AND A CENTRAL ANGLE OF 89°04'25"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 792.86 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 215.00 FEET, AND A CENTRAL ANGLE OF 88°29'47"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 332.08 FEET; THENCE NORTH 00°14'10" EAST, A DISTANCE OF 9.80 FEET TO THE SOUTHEAST CORNER OF TRACT D, ENTERPRISE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 32, PAGE 74, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 89°52'14" EAST ALONG THE SOUTH LINE OF SAID ENTERPRISE PARK, A DISTANCE OF 120.00 FEET TO THE SOUTHWEST CORNER OF TRACT C OF SAID ENTERPRISE PARK; THENCE LEAVING SAID SOUTH LINE RUN SOUTH 00°14'10" WEST, A DISTANCE OF 10.02 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 335.00 FEET, AND A CENTRAL ANGLE OF 88°29'47"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 517.43 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 390.00 FEET, AND A CENTRAL ANGLE OF 89°04'25"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 606.31 FEET; THENCE SOUTH 00°20'28" EAST, A DISTANCE OF 1,948.91 FEET; THENCE NORTH 89°52'19" EAST, A DISTANCE OF 1,494.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 4 AND THE WEST LINE OF SAID PLAT OF COCOA-INDIAN RIVER PROPERTIES; THENCE SOUTH 00°24'39" EAST ALONG SAID EAST AND WEST LINE, A DISTANCE OF 731.37 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 4 AND SAID POINT BEING THE SOUTHWEST CORNER OF LOT 225 OF SAID PLAT OF COCOA-INDIAN RIVER PROPERTIES; THENCE SOUTH 89°50'05" EAST ALONG THE NORTH LINE OF SAID SECTION 10 AND THE SOUTH LINE OF SAID LOT 225, A DISTANCE OF 1,188.05 FEET TO THE NORTHWEST CORNER OF TRACT 1, OF SAID WILLOW CREEK COMMERCIAL CENTER PHASE I; THENCE SOUTH 31°01'11" EAST ALONG THE WEST LINE OF SAID TRACT 1, A DISTANCE OF 3,213.07 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 1; THENCE NORTH 58°58'49" EAST ALONG THE SOUTH LINE OF SAID TRACT 1, A DISTANCE OF 500.56 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 1, SAID POINT BEING ON THE WEST LINE OF LOT 9 OF SAID WILLOW CREEK COMMERCIAL CENTER PHASE I; THENCE SOUTH 28°52'20" EAST ALONG SAID WEST LINE, A DISTANCE OF 15.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 31°01'11" EAST ALONG THE NORTHERLY EXTENSION OF LOT 6, OF SAID WILLOW CREEK COMMERCIAL CENTER PHASE I, A DISTANCE OF 115.00 FEET TO THE NORTHEAST CORNER OF TRACT D-1, OF SAID WILLOW CREEK COMMERCIAL CENTER PHASE I; THENCE SOUTH 58°58'49" WEST ALONG THE NORTH LINE OF SAID TRACT D-1 AND THE NORTH LINE OF TRACT 3, OF SAID WILLOW CREEK COMMERCIAL CENTER PHASE I, A DISTANCE OF 500.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT 3; THENCE SOUTH 31°01'11" EAST ALONG THE WEST LINE OF SAID TRACT 3, A DISTANCE OF 911.11 FEET TO THE POINT-OF-BEGINNING. CONTAINING 682.89 ACRES OF LAND MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING:

A PARCEL OF LAND BEING PORTIONS OF LOTS 184, 185, 192, 193, 200, 201, AND 208 AS SHOWN ON THE PLAT OF COCOA-INDIAN RIVER PROPERTIES AS RECORDED IN PLAT BOOK 5, PAGE 7 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF THE NORTH 3/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA LYING EAST OF THE EASTERLY RIGHT OF WAY LINE INTERSTATE 95 AND STATE ROAD NO.407.

ALSO TOGETHER WITH:

A PORTION OF THE SOUTH 1/2 OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO.407.

ALL OF THE ABOVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, THENCE N.00°11'12"E., ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1327.76 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/4 OF SAID SECTION 10; THENCE CONTINUE N.00°11'12"E., ALONG SAID EAST LINE OF SECTION 10, A DISTANCE OF 101.45 FEET; THENCE S.89°22'09"W., 316.46 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF GRISSOM PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2721, PAGE 910 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE S.89°22'09"W., 4330.71 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.89°22'09"W., 4470.31 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE ALONG THE RIGHT OF WAY LINES OF INTERSTATE 95 AND STATE ROAD NO.407, THE FOLLOWING SEVEN COURSES AND DISTANCES; THENCE N.35°26'31"W., 1079.54 FEET; THENCE N.31°25'51"W., 461.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1819.86 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°53'59", 917.93 FEET TO THE POINT OF TANGENCY; THENCE N.02°31'52"W., 1179.02 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1342.40 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°21'46", 758.24 FEET TO THE POINT OF TANGENCY; THENCE N.29°49'54"E., 198.99 FEET; THENCE N.30°59'13"E., 268.32 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE OF INTERSTATE 95 ON A BEARING OF N.89°52'19"E., 3122.20 FEET TO THE MOST NORTHWESTERLY CORNER OF VERONA – VILLAGE "B", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 73, PAGES 29 THROUGH 36 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY LINE OF THE AFORESAID PLAT OF VERONA – VILLAGE "B", THE FOLLOWING TWO (2) COURSES AND DISTANCES: THENCE S. 00°07'38"E., 533.14 FEET; THENCE S.15°34'01"E., 105.25 FEET; THENCE S.76°55'42"W., 17.53 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF "WILLOW CREEK BOULEVARD" (A 90.00 FOOT WIDE PUBLIC RIGHT OF WAY) AS SHOWN ON THE AFORESAID PLAT OF VERONA – VILLAGE "B"; SAID POINT BEING ON A NON-TANGENT CIRCULAR CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1210.50 FEET; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID PUBLIC RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 32°16'15", 681.79 FEET TO THE POINT OF REVERSE

CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 957.08 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 18°10'53", 303.71 FEET TO THE POINT OF TANGENCY; THENCE S.02°29'18"E., 162.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 459.29 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 71°22'59", 572.21 FEET TO THE POINT OF TANGENCY; THENCE S.73°49'59"E., 207.65 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1879.88 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 28°09'01", 923.61 FEET TO A POINT ON THE WEST LINE OF VERONA-VILLAGE "D", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 71, PAGES 18 THROUGH 24 OF THE AFORESAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N.08°34'09"W., ALONG SAID WEST LINE, A DISTANCE OF 6.94 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF VERONA-VILLAGE "D"; SAID POINT BEING ON A NON-TANGENT CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 805.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID PLAT OF VERONA-VILLAGE "D", THROUGH A CENTRAL ANGLE OF 05°26'28", 76.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 795.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID PLAT OF VERONA-VILLAGE "D", THROUGH A CENTRAL ANGLE OF 05°57'04", 82.57 FEET TO THE WEST CORNER OF TRACT REC-2, AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE DEPARTING SAID NORTH LINE, RUN S.09°28'11"E., 95.03 FEET TO THE NORTHEAST CORNER OF TRACT REC-1, AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE RUN ALONG THE BOUNDARY OF SAID TRACT REC-1 THE FOLLOWING THIRTY-SEVEN (37) COURSES AND DISTANCES: THENCE S.13°00'01"E., 66.81 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°32'33", 54.42 FEET TO THE POINT OF TANGENCY; THENCE S.57°32'34"E., 11.11 FEET; THENCE S.81°34'25"E., 11.77 FEET; THENCE N.74°26'37"E., 14.74 FEET; THENCE N.63°33'32"E., 48.72 FEET; THENCE N.80°02'14"E., 48.82 FEET; THENCE N.27°54'32"E., 18.00 FEET; THENCE S.66°31'54"E., 30.55 FEET; THENCE N.75°46'30"E., 28.29 FEET; THENCE S.86°37'24"E., 15.33 FEET; THENCE S.74°09'46"E., 12.79 FEET; THENCE S.48°16'14"E., 17.65 FEET; THENCE S.35°45'28"E., 12.66 FEET; THENCE S.15°02'04"E., 23.54 FEET; THENCE S.65°38'01"E., 25.44 FEET; THENCE S.70°56'30"E., 21.68 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 646.77 FEET AND TO WHICH POINT A RADIAL LINE BEARS N.18°15'43"E.; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°32'03", 254.37 FEET TO A POINT OF TANGENCY; THENCE ON A RADIAL LINE OF S.40°47'46"W., 120.00 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF PECORINO COURT AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D" AND ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 526.78 FEET; THENCE NORTHWESTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°15'51", 20.82 FEET TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 61.00 FEET; THENCE SOUTHWESTERLY TO NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 254°11'29", 270.62 FEET TO THE POINT OF CUSP AND TO WHICH POINT A RADIAL LINE BEARS S.35°56'53"E.; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN S.52°19'17"W., 72.35 FEET; THENCE N.38°11'57"W., 11.02 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE EASTERLY, AND HAVING A RADIUS OF 89.50 FEET AND TO

WHICH POINT A RADIAL LINE BEARS S.18°23'35"W., THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°38'31", 86.92 FEET; THENCE N.80°35'10"W., 132.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 68.50 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°49'57", 20.12 FEET TO THE POINT OF TANGENCY; THENCE N.63°45'13"W., 134.69 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 145.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°12'22", 119.47 FEET TO THE POINT OF TANGENCY; THENCE N.16°32'51"W., 23.24 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°54'40", 31.38 FEET; THENCE N.12°55'16"W., 31.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 81.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°12'05", 17.25 FEET TO THE POINT OF TANGENCY; THENCE N.25°07'21"W., 50.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 81.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°54'15", 29.55 FEET TO THE POINT OF TANGENCY; THENCE N.46°01'36"W., 11.58 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS 49.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°46'08", 25.46 FEET TO THE POINT OF TANGENCY; THENCE N.16°00'44"W., 7.75 FEET TO THE SOUTHEAST CORNER OF TRACT L-7 AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE S.76°27'51"E., 78.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT L-7, SAID POINT BEING ON THE WEST LINE OF SAID PLAT OF VERONA-VILLAGE "D"; THENCE RUN ALONG THE WESTERLY LINE OF AFORESAID PLAT OF VERONA-VILLAGE "D", THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: THENCE RUN S.08°34'09"E., 201.72 FEET; THENCE S.07°57'44"E., 319.64 FEET; THENCE S.27°28'40"E., 417.26 FEET; THENCE S.36°41'30"E., 257.82 FEET; THENCE S.34°33'08"E., 308.78 FEET; THENCE S.10°27'19"E., 458.41 FEET; THENCE S.02°55'36"W., 222.15 FEET TO THE POINT OF BEGINNING, CONTAINING 425.15 ACRES.

EXHIBIT 5

**CONSENT AND JOINDER OF LANDOWNER TO CONTRACTION
FROM THE WILLOW CREEK COMMUNITY DEVELOPMENT DISTRICT**

The undersigned is the owner of certain lands more fully described in **Exhibit A** attached hereto and made a part hereof (“**Property**”).

The undersigned understands and acknowledges that the Willow Creek Community Development District (the “**District**”) intends to submit a petition to amend the boundaries of the District in accordance with the provisions of Chapter 190, *Florida Statutes*, to remove the Property within the District thereby contracting the external boundaries of the District.

As the owner of the Property which is intended to be removed within the external boundaries of the District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.046(1)(e), *Florida Statutes*, the District is required to include the written consent of one hundred percent (100%) of the owners of the lands that are to be removed from the District.

The undersigned hereby consents to the removal of the Property within the external boundaries of the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the amendment of the District’s external boundaries.

The undersigned acknowledges that the consent will remain in full force and effect until the District’s external boundaries are amended or three years from the date hereof, whichever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by the District, consent to removal of the Property within the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

[signatures on following page]

Executed this 7th day of March, 2024.

WITNESSES:

KB HOME ORLANDO LLC, a
Delaware limited liability company

Miraida Lare
Print Name: Miraida Lare

James Makransky
By: James Makransky
Its: Vice President of Finance

Richard A. Nigaglioni
Print Name: Richard A. Nigaglioni

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this 7th day of March, 2024, by James Makransky, as Vice President of
Finance of KB Home Orlando LLC, who is personally known to me or who has produced _____
_____ as identification.

[notary seal]

Miraida Lare
Print Name: Miraida Lare
Notary Public, State of Florida

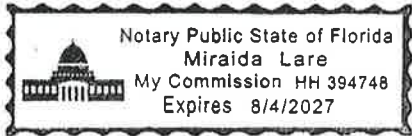


Exhibit A:
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING PORTIONS OF LOTS 184, 185, 192, 193, 200, 201, AND 208 AS SHOWN ON THE PLAT OF COCOA-INDIAN RIVER PROPERTIES AS RECORDED IN PLAT BOOK 5, PAGE 7 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF THE NORTH 3/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA LYING EAST OF THE EASTERLY RIGHT OF WAY LINE INTERSTATE 95 AND STATE ROAD NO.407.

ALSO TOGETHER WITH:

A PORTION OF THE SOUTH 1/2 OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO.407.

ALL OF THE ABOVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, THENCE N.00°11'12"E., ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1327.76 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/4 OF SAID SECTION 10; THENCE CONTINUE N.00°11'12"E., ALONG SAID EAST LINE OF SECTION 10, A DISTANCE OF 101.45 FEET; THENCE S.89°22'09"W., 316.46 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF GRISSOM PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2721, PAGE 910 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE S.89°22'09"W., 4330.71 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.89°22'09"W., 4470.31 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE ALONG THE RIGHT OF WAY LINES OF INTERSTATE 95 AND STATE ROAD NO.407, THE FOLLOWING SEVEN COURSES AND DISTANCES; THENCE N.35°26'31"W., 1079.54 FEET; THENCE N.31°25'51"W., 461.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1819.86 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°53'59", 917.93 FEET TO THE POINT OF TANGENCY; THENCE N.02°31'52"W., 1179.02 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1342.40 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°21'46", 758.24 FEET TO THE POINT OF TANGENCY; THENCE N.29°49'54"E., 198.99 FEET; THENCE N.30°59'13"E., 268.32 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE OF INTERSTATE 95 ON A BEARING OF N.89°52'19"E., 3122.20 FEET TO THE MOST NORTHWESTERLY CORNER OF VERONA – VILLAGE "B", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 73, PAGES 29 THROUGH 36 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY LINE OF THE AFORESAID PLAT OF VERONA – VILLAGE "B", THE FOLLOWING TWO (2) COURSES AND DISTANCES: THENCE S. 00°07'38"E., 533.14 FEET; THENCE S.15°34'01"E., 105.25 FEET; THENCE S.76°55'42"W., 17.53 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF "WILLOW CREEK BOULEVARD" (A 90.00 FOOT WIDE PUBLIC RIGHT OF WAY) AS SHOWN ON THE AFORESAID PLAT OF VERONA – VILLAGE "B"; SAID POINT BEING ON A NON-TANGENT

CIRCULAR CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1210.50 FEET; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID PUBLIC RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 32°16'15", 681.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 957.08 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 18°10'53", 303.71 FEET TO THE POINT OF TANGENCY; THENCE S.02°29'18"E., 162.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 459.29 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 71°22'59", 572.21 FEET TO THE POINT OF TANGENCY; THENCE S.73°49'59"E., 207.65 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1879.88 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 28°09'01", 923.61 FEET TO A POINT ON THE WEST LINE OF VERONA-VILLAGE "D", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 71, PAGES 18 THROUGH 24 OF THE AFORESAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N.08°34'09"W., ALONG SAID WEST LINE, A DISTANCE OF 6.94 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF VERONA-VILLAGE "D"; SAID POINT BEING ON A NON-TANGENT CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 805.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID PLAT OF VERONA-VILLAGE "D", THROUGH A CENTRAL ANGLE OF 05°26'28", 76.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 795.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID PLAT OF VERONA-VILLAGE "D", THROUGH A CENTRAL ANGLE OF 05°57'04", 82.57 FEET TO THE WEST CORNER OF TRACT REC-2, AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE DEPARTING SAID NORTH LINE, RUN S.09°28'11"E., 95.03 FEET TO THE NORTHEAST CORNER OF TRACT REC-1, AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE RUN ALONG THE BOUNDARY OF SAID TRACT REC-1 THE FOLLOWING THIRTY-SEVEN (37) COURSES AND DISTANCES: THENCE S.13°00'01"E., 66.81 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°32'33", 54.42 FEET TO THE POINT OF TANGENCY; THENCE S.57°32'34"E., 11.11 FEET; THENCE S.81°34'25"E., 11.77 FEET; THENCE N.74°26'37"E., 14.74 FEET; THENCE N.63°33'32"E., 48.72 FEET; THENCE N.80°02'14"E., 48.82 FEET; THENCE N.27°54'32"E., 18.00 FEET; THENCE S.66°31'54"E., 30.55 FEET; THENCE N.75°46'30"E., 28.29 FEET; THENCE S.86°37'24"E., 15.33 FEET; THENCE S.74°09'46"E., 12.79 FEET; THENCE S.48°16'14"E., 17.65 FEET; THENCE S.35°45'28"E., 12.66 FEET; THENCE S.15°02'04"E., 23.54 FEET; THENCE S.65°38'01"E., 25.44 FEET; THENCE S.70°56'30"E., 21.68 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 646.77 FEET AND TO WHICH POINT A RADIAL LINE BEARS N.18°15'43"E.; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°32'03", 254.37 FEET TO A POINT OF TANGENCY; THENCE ON A RADIAL LINE OF S.40°47'46"W., 120.00 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF PECORINO COURT AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D" AND ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 526.78 FEET; THENCE NORTHWESTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°15'51", 20.82 FEET

TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 61.00 FEET; THENCE SOUTHWESTERLY TO NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 254°11'29", 270.62 FEET TO THE POINT OF CUSP AND TO WHICH POINT A RADIAL LINE BEARS S.35°56'53"E.; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN S.52°19'17"W., 72.35 FEET; THENCE N.38°11'57"W., 11.02 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE EASTERLY, AND HAVING A RADIUS OF 89.50 FEET AND TO WHICH POINT A RADIAL LINE BEARS S.18°23'35"W., THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°38'31", 86.92 FEET; THENCE N.80°35'10"W., 132.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 68.50 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°49'57", 20.12 FEET TO THE POINT OF TANGENCY; THENCE N.63°45'13"W., 134.69 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 145.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°12'22", 119.47 FEET TO THE POINT OF TANGENCY; THENCE N.16°32'51"W., 23.24 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°54'40", 31.38 FEET; THENCE N.12°55'16"W., 31.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 81.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°12'05", 17.25 FEET TO THE POINT OF TANGENCY; THENCE N.25°07'21"W., 50.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 81.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°54'15", 29.55 FEET TO THE POINT OF TANGENCY; THENCE N.46°01'36"W., 11.58 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS 49.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°46'08", 25.46 FEET TO THE POINT OF TANGENCY; THENCE N.16°00'44"W., 7.75 FEET TO THE SOUTHEAST CORNER OF TRACT L-7 AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE S.76°27'51"E., 78.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT L-7, SAID POINT BEING ON THE WEST LINE OF SAID PLAT OF VERONA-VILLAGE "D"; THENCE RUN ALONG THE WESTERLY LINE OF AFORESAID PLAT OF VERONA-VILLAGE "D", THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: THENCE RUN S.08°34'09"E., 201.72 FEET; THENCE S.07°57'44"E., 319.64 FEET; THENCE S.27°28'40"E., 417.26 FEET; THENCE S.36°41'30"E., 257.82 FEET; THENCE S.34°33'08"E., 308.78 FEET; THENCE S.10°27'19"E., 458.41 FEET; THENCE S.02°55'36"W., 222.15 FEET TO THE POINT OF BEGINNING, CONTAINING 425.15 ACRES.

EXHIBIT 6

RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WILLOW CREEK COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRPERSON AND DISTRICT STAFF TO FILE A PETITION WITH THE CITY OF TITUSVILLE, FLORIDA, REQUESTING THE ADOPTION OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* (“Act”), as established by Ordinance No. 88-2005, adopted by the City of Titusville, Florida, effective December 19, 2005 (the “Ordinance”), and being situated within the City of Titusville, Florida (the “City”); and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, operate and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of approximately 682.89 acres of land, more or less, as more fully described in the Ordinance; and

WHEREAS, the developer of the lands within the District (“Developer”), has approached the District and requested the District petition to amend its boundaries to remove approximately 425.15 acres of land, more or less, as more particularly described in the attached **Exhibit A** (together, the “Contraction Parcels”); and

WHEREAS, the proposed boundary amendment is in the best interests of the District and the area of land within the proposed amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, removal of the Contraction Parcels in **Exhibit A** from the District is not inconsistent with either the State or local comprehensive plans; and

WHEREAS, the area of land that will lie in the amended boundaries of the District continues to be amenable to separate special district government; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District’s Board of Supervisors (“Board”); and

WHEREAS, the District desires to petition to amend its boundaries in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the City, and such other actions as are necessary in furtherance of the boundary amendment process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WILLOW CREEK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The Board hereby directs the Chairperson and District staff to proceed in an expeditious manner with the preparation and filing of a petition and related materials with the City to seek the amendment of the District’s boundaries to contract the lands depicted in **Exhibit A**, pursuant to Chapter 190, *Florida Statutes*, and authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the amendment of the District’s boundaries.

SECTION 3. The Board hereby authorizes the District Chairperson, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to the City to amend the boundaries of the District.

SECTION 4. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 7th day of June 2024.

ATTEST:

WILLOW CREEK COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:

Andressa Heinz Philipp

87D36659F55A4C5...
Secretary/Assistant Secretary

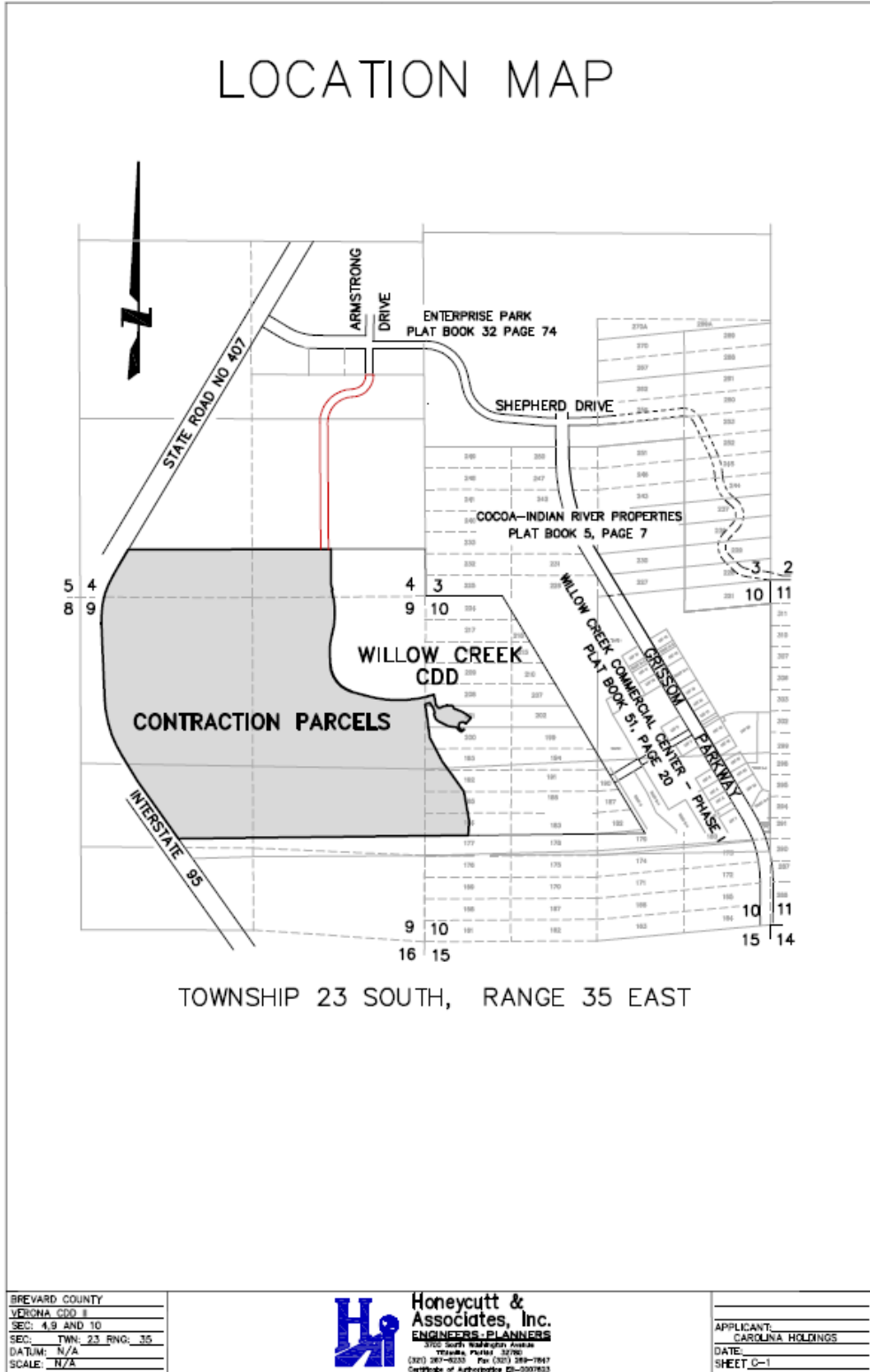
DocuSigned by:

Stephen Melonn

63535C7139E0474
Chairperson, Board of Supervisors

Exhibit A: Contraction Parcels

EXHIBIT A:
Contraction Parcels



LEGAL DESCRIPTION:

WILLOW CREEK CDD CONTRACTION PARCELS:

A PARCEL OF LAND BEING PORTIONS OF LOTS 184, 185, 192, 193, 200, 201, AND 208 AS SHOWN ON THE PLAT OF COCOA-INDIAN RIVER PROPERTIES AS RECORDED IN PLAT BOOK 5, PAGE 7 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF THE NORTH 3/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA LYING EAST OF THE EASTERLY RIGHT OF WAY LINE INTERSTATE 95 AND STATE ROAD NO.407.

ALSO TOGETHER WITH:

A PORTION OF THE SOUTH 1/2 OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO.407.

ALL OF THE ABOVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, THENCE N.00°11'12"E., ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1327.76 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/4 OF SAID SECTION 10; THENCE CONTINUE N.00°11'12"E., ALONG SAID EAST LINE OF SECTION 10, A DISTANCE OF 101.45 FEET; THENCE S.89°22'09"W., 316.46 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF GRISSOM PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2721, PAGE 910 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE S.89°22'09"W., 4330.71 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.89°22'09"W., 4470.31 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE ALONG THE RIGHT OF WAY LINES OF INTERSTATE 95 AND STATE ROAD NO.407, THE FOLLOWING SEVEN COURSES AND DISTANCES; THENCE N.35°26'31"W., 1079.54 FEET; THENCE N.31°25'51"W., 461.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1819.86 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°53'59", 917.93 FEET TO THE POINT OF TANGENCY; THENCE N.02°31'52"W., 1179.02 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1342.40 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°21'46", 758.24 FEET TO THE POINT OF TANGENCY;

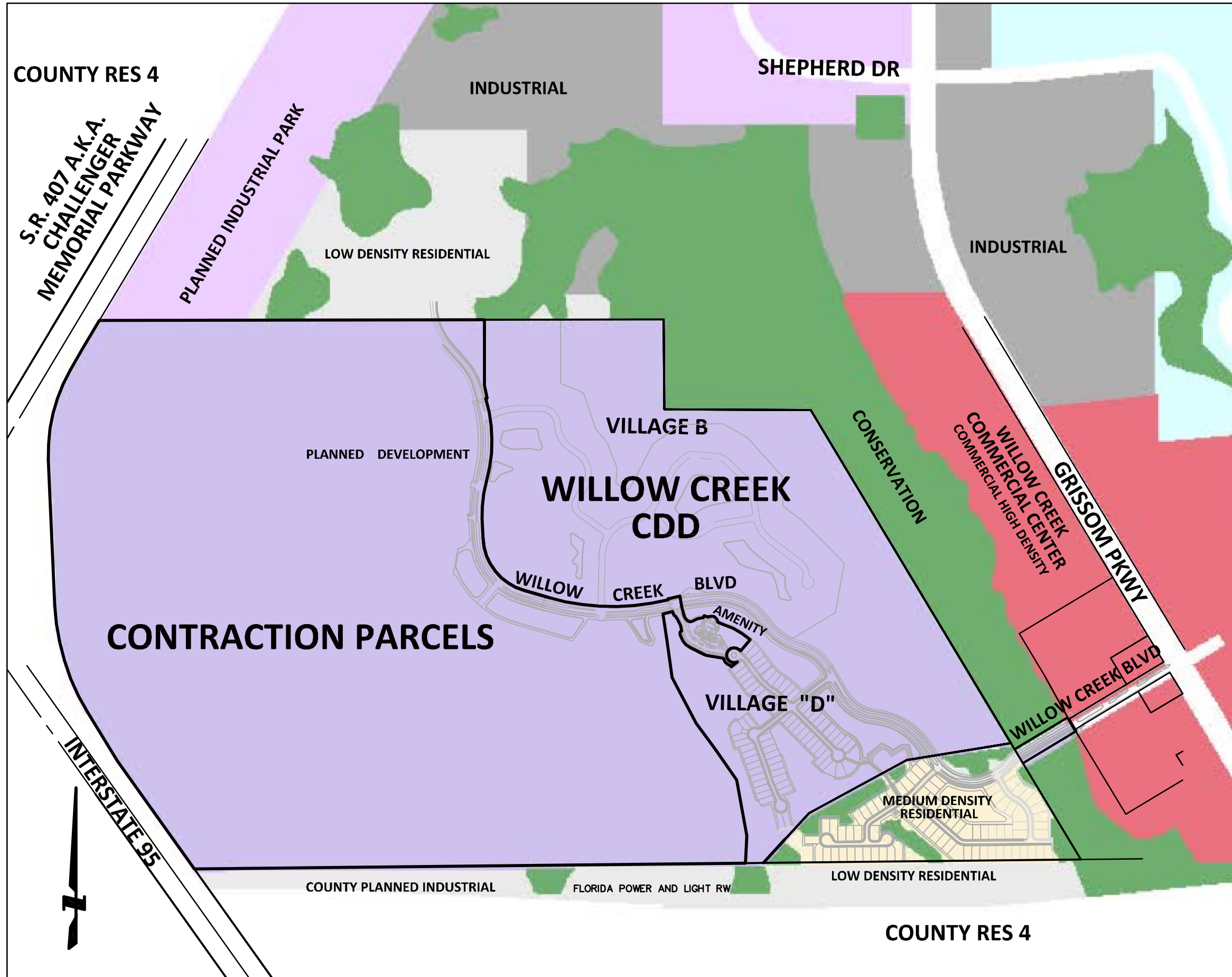
THENCE N.29°49'54"E., 198.99 FEET; THENCE N.30°59'13"E., 268.32 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE OF INTERSTATE 95 ON A BEARING OF N.89°52'19"E., 3122.20 FEET TO THE MOST NORTHWESTERLY CORNER OF VERONA – VILLAGE "B", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 73, PAGES 29 THROUGH 36 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY LINE OF THE AFORESAID PLAT OF VERONA – VILLAGE "B", THE FOLLOWING TWO (2) COURSES AND DISTANCES: THENCE S. 00°07'38"E., 533.14 FEET; THENCE S.15°34'01"E., 105.25 FEET; THENCE S.76°55'42"W., 17.53 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF "WILLOW CREEK BOULEVARD" (A 90.00 FOOT WIDE PUBLIC RIGHT OF WAY) AS SHOWN ON THE AFORESAID PLAT OF VERONA – VILLAGE "B"; SAID POINT BEING ON A NON-TANGENT CIRCULAR CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1210.50 FEET; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID PUBLIC RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 32°16'15", 681.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 957.08 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 18°10'53", 303.71 FEET TO THE POINT OF TANGENCY; THENCE S.02°29'18"E., 162.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 459.29 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 71°22'59", 572.21 FEET TO THE POINT OF TANGENCY; THENCE S.73°49'59"E., 207.65 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1879.88 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 28°09'01", 923.61 FEET TO A POINT ON THE WEST LINE OF VERONA-VILLAGE "D", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 71, PAGES 18 THROUGH 24 OF THE AFORESAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N.08°34'09"W., ALONG SAID WEST LINE, A DISTANCE OF 6.94 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF VERONA-VILLAGE "D"; SAID POINT BEING ON A NON-TANGENT CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 805.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID PLAT OF VERONA-VILLAGE "D", THROUGH A CENTRAL ANGLE OF 05°26'28", 76.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 795.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID PLAT OF VERONA-VILLAGE "D", THROUGH A CENTRAL ANGLE OF 05°57'04", 82.57 FEET TO THE WEST CORNER OF TRACT REC-2, AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE DEPARTING SAID NORTH LINE, RUN S.09°28'11"E., 95.03 FEET TO THE NORTHEAST CORNER OF TRACT REC-1, AS SHOWN ON SAID PLAT OF

VERONA-VILLAGE "D"; THENCE RUN ALONG THE BOUNDARY OF SAID TRACT REC-1 THE FOLLOWING THIRTY-SEVEN (37) COURSES AND DISTANCES: THENCE S.13°00'01"E., 66.81 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°32'33", 54.42 FEET TO THE POINT OF TANGENCY; THENCE S.57°32'34"E., 11.11 FEET; THENCE S.81°34'25"E., 11.77 FEET; THENCE N.74°26'37"E., 14.74 FEET; THENCE N.63°33'32"E., 48.72 FEET; THENCE N.80°02'14"E., 48.82 FEET; THENCE N.27°54'32"E., 18.00 FEET; THENCE S.66°31'54"E., 30.55 FEET; THENCE N.75°46'30"E., 28.29 FEET; THENCE S.86°37'24"E., 15.33 FEET; THENCE S.74°09'46"E., 12.79 FEET; THENCE S.48°16'14"E., 17.65 FEET; THENCE S.35°45'28"E., 12.66 FEET; THENCE S.15°02'04"E., 23.54 FEET; THENCE S.65°38'01"E., 25.44 FEET; THENCE S.70°56'30"E., 21.68 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 646.77 FEET AND TO WHICH POINT A RADIAL LINE BEARS N.18°15'43"E.; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°32'03", 254.37 FEET TO A POINT OF TANGENCY; THENCE ON A RADIAL LINE OF S.40°47'46"W., 120.00 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF PECORINO COURT AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D" AND ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 526.78 FEET; THENCE NORTHWESTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°15'51", 20.82 FEET TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 61.00 FEET; THENCE SOUTHWESTERLY TO NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 254°11'29", 270.62 FEET TO THE POINT OF CUSP AND TO WHICH POINT A RADIAL LINE BEARS S.35°56'53"E.; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN S.52°19'17"W., 72.35 FEET; THENCE N.38°11'57"W., 11.02 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE EASTERLY, AND HAVING A RADIUS OF 89.50 FEET AND TO WHICH POINT A RADIAL LINE BEARS S.18°23'35"W., THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°38'31", 86.92 FEET; THENCE N.80°35'10"W., 132.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 68.50 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°49'57", 20.12 FEET TO THE POINT OF TANGENCY; THENCE N.63°45'13"W., 134.69 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 145.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°12'22", 119.47 FEET TO THE POINT OF TANGENCY; THENCE N.16°32'51"W., 23.24 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET;

THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°54'40", 31.38 FEET; THENCE N.12°55'16"W., 31.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 81.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°12'05", 17.25 FEET TO THE POINT OF TANGENCY; THENCE N.25°07'21"W., 50.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 81.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°54'15", 29.55 FEET TO THE POINT OF TANGENCY; THENCE N.46°01'36"W., 11.58 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS 49.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°46'08", 25.46 FEET TO THE POINT OF TANGENCY; THENCE N.16°00'44"W., 7.75 FEET TO THE SOUTHEAST CORNER OF TRACT L-7 AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE S.76°27'51"E., 78.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT L-7, SAID POINT BEING ON THE WEST LINE OF SAID PLAT OF VERONA-VILLAGE "D"; THENCE RUN ALONG THE WESTERLY LINE OF AFORESAID PLAT OF VERONA-VILLAGE "D", THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: THENCE RUN S.08°34'09"E., 201.72 FEET; THENCE S.07°57'44"E., 319.64 FEET; THENCE S.27°28'40"E., 417.26 FEET; THENCE S.36°41'30"E., 257.82 FEET; THENCE S.34°33'08"E., 308.78 FEET; THENCE S.10°27'19"E., 458.41 FEET; THENCE S.02°55'36"W., 222.15 FEET TO THE POINT OF BEGINNING, CONTAINING 425.15 ACRES.

EXHIBIT 7

FUTURE LAND USE MAP



BREVARD COUNTY
 VERONA CDD II
 SEC: 4, 9 AND 10
 SEC: TWN: 23 RNG: 35
 DATUM: N/A
 SCALE: N/A



Honeycutt & Associates, Inc.
ENGINEERS-PLANNERS
 3700 South Washington Avenue
 Titusville, Florida 32780
 (321) 267-6233 Fax (321) 269-7647
 Certificate of Authorization EB-0007623

APPLICANT:
 CAROLINA HOLDINGS
 DATE:
 SHEET C-2

EXHIBIT 8

STATEMENT OF ESTIMATED REGULATORY COSTS
Willow Creek Community Development District Boundary
Amendment

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs (“SERC”) supports the petition to amend the boundaries of the Willow Creek Community Development District (“District”). The District is in the City of Titusville, Florida (the “City”) within Brevard County, Florida (the “County”). The District was established on December 19, 2005, and is currently comprised of approximately 682.89 acres. The proposed boundary amendment would remove from the District approximately 425.15 acres (the “Contraction Parcel”). The District as contracted will comprise approximately 257.74 acres.

The limitations on the scope of this SERC are explicitly set out in Section 190.002 (2) (d), Florida Statutes (governing district formation or alteration) as follows:

“That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant.”

1.2 Overview of the Willow Creek Community Development District

The District is designed to provide community infrastructure, services, and facilities along with their operations and maintenance to the Willow Creek Community Development District. As indicated above, the District currently encompasses approximately 682.89 acres and is planned to include single family residential units.

The revised development plan for the lands within the District includes the construction of approximately 324 residential units.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541 (2), Florida Statutes, a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly; is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or

innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency¹, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, “transactional costs” are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes. (The City is not defined as a small city for purposes of this requirement).

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1) (a) and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of \$1 million.

It is unlikely the boundary amendment will meet any of the triggers in Section 120.541(2)(a). The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of

¹ For the purposes of this SERC, the term “agency” means City of Titusville and the term “rule” means the ordinance(s) which the City enacted or will enact in connection with the formation or amendment of the District.

individuals likely to be affected by the rule.

Upon approval of the boundary amendment, the District will consist of 257.74 acres. As noted above, the Willow Creek Community Development District is a residential community designed for up to 324 residential units. Formation of the District placed all of these households under the jurisdiction of the District.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

Since the District already exists and is operating, there are no additional ongoing costs to various State entities to implement and enforce the proposed boundary amendment. Further, the District is under 1,000 acres, and therefore, the City is the establishing entity under Section 190.005 (2) (a), Florida Statutes. The modest costs to various State entities to implement and enforce the Ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District's reports are minimal, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to Section 189.427, Florida Statutes, the proposed district must pay an annual fee to the State of Department of Economic Opportunity, which offsets such costs.

City of Titusville

The District is in the City and consists of less than 1,000 acres. Therefore, the City and its staff may process and analyze the petition to amend the boundaries of the District. The City will also conduct a public meeting to vote upon the ordinance to amend the District's boundaries. These activities will absorb some resources. These costs to the City are modest for a number of reasons. First, review of the petition to amend the District boundaries does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, potential costs are offset by the required filing fee. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than the petition to contract a community development district.

Since the District already exists and is operating, there are no additional ongoing costs to the City to implement and enforce the proposed boundary amendment. The proposed District is an independent unit of local government. The only annual costs the City faces are the minimal costs of the various reports that the District currently provides to

the City.

Willow Creek Community Development District

The removal of the Contraction Parcel from the boundaries of the District will change the development plan. No improvements have been constructed on the Contraction Parcel so there will not be a negative impact on the District relative to its on-going debt service obligations.

4.2 Impact on State and Local Revenues

Approval of the proposed ordinance will have no negative impact on State and local revenue. Further, the District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No state or local subsidies are required or expected.

In this regard, it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida or any unit of local government. In accordance with State law, debts of the District are strictly its own responsibility. This is not impacted by the proposed boundary amendment.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

There are no transactional costs likely to be incurred by individuals or entities required to comply with the boundary amendment.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no adverse impacts on small businesses because of the amendment of the District boundaries.

The City, as of the 2020 Census, had an unincarcerated population greater than 10,000. Therefore, the City is not defined as a “Small City” according to Section 120.52 (18), Florida Statutes.

It is important to note that an ordinance relating to a community development district is not subject to the provisions of Section 125.66 (3)(a) and Section 166.041, Laws of Florida regarding the preparation of a business impact statement.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits.

Inputs were received from District Counsel and other professionals associated with the District.

8.0 In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1) (a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

As of the date of preparation, there have been no regulatory alternatives submitted to the agency as described in Section 120.541(1)(a), Florida Statutes.

Prepared by:
Governmental Management Services – South Florida, LLC
July 9, 2024

EXHIBIT 9

Authorization of Agent

This letter shall serve as a designation of Jennifer Kilinski, Esq. of Kilinski | Van Wyk PLLC, whose address is 517 E. College Avenue, Tallahassee, Florida 32301, to act as agent for KB Home Orlando LLC, a Delaware limited liability company, with regard to any and all matters pertaining to a petition submitted to the City Commission of the City of Titusville, Florida to amend the boundaries of Willow Creek Community Development District pursuant to Chapter 190, *Florida Statutes*. This authorization shall remain in effect until revoked in writing.

KB HOME ORLANDO LLC, a Delaware limited liability company

DATE: 3/7/24

Miraida Lare
Print Name: Miraida Lare

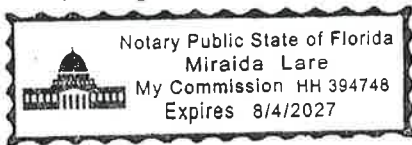
James Makransky
By: James Makransky
Its: Vice President of Finance

Rachael A. Nigastiani
Print Name: Rachael A. Nigastiani

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me physical presence or online notarization this 7th day of March, 2024, by James Makransky as Vice President of Finance of KB Home Orlando LLC, on behalf of the limited liability company. He is personally known to me or has produced _____ as identification.

[notary seal]



Miraida Lare
Print Name: Miraida Lare
Notary Public, State of Florida

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the City Council
From: Scott Larese, City Manager
Subject: **Ordinance No. 47-2024 - Willow Creek II Community Development District (CDD) Establishment**
Department/Office: Community Development

Recommended Action:

Conduct the first reading of Ordinance No. 47-2024 Willow Creek II Community Development District (CDD) Establishment.

Ordinance No. 47-2024 granting the petition to establish the Willow Creek II Community Development District, pursuant to Chapter 190, Florida Statutes (2024), concerning that approximately 425.15 +/- acres of land; providing a title; describing the petition to establish the Willow Creek II Community Development District; creating and naming the district; providing findings; describing the functions and powers of the district; providing for notice requirements; designating five persons to serve as the initial members of the district's board of supervisors; providing for severability; providing for administrative correction of scrivener's errors; and providing an effective date. **(On November 12, 2024, City Council tabled the first reading to the regular City Council meeting on November 26, 2024 at 6:30 p.m. The public hearing will be scheduled for the regular City Council meeting on December 10, 2024 at 6:30 p.m.)**

Summary Explanation & Background:

KB Home Orlando, LLC ("Petitioner") filed the Petition for an Ordinance to Establish the Willow Creek II Community Development District ("District"), including approximately 425.15 +/- acres of land (the "Petition") described in Section 1 and "Exhibit A" of said Petition, with the City Council of the City of Titusville, Florida (the "City Council"), pursuant to Section 190.005, *Florida Statutes*.

The developer, with the consent of the property owners, is seeking the establishment of a Community Development District (CDD). A CDD is a special purpose unit of local government created pursuant to Chapter 190, F. S. for purposes of financing, constructing, operating and maintaining community-wide infrastructure, improvements and services for the benefit of properties within its boundaries.

The staff finds the petition to be complete and correct and has met all the following factors as described in Section 190.005 of the Florida Statutes.

1. Whether all statements contained within the petition have been found to be true and correct.
2. Whether the establishment of the district is consistent with any applicable element or portion of local government comprehensive plan.
3. Whether the area of land within the proposed district is of sufficient size, is sufficient compact, and is sufficient contiguous to be developable as one function interrelated community.
4. Whether the district is the best alternative available for delivering community development services and facilities to the area that will be served by the district.
5. Whether the community development services and facilities of the district will be incompatible with the capacity and uses of existing local and regional development services and facilities.
6. Whether the area that will be served by the district is amenable to separate special-district government.

Alternatives:

Do not conduct the first reading of the ordinance.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Goal 2 - Efficient & Effective Services

Strategic Plan Impact:

The CDD will be responsible for the maintenance of common area infrastructure in the Willow Creek development.

ATTACHMENTS:

1. CDD Ordinance of Establishment - Willow Creek II Council 11-12-24
2. Willow Creek II CDD Establishment

ORDINANCE NO. __ - 2024

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, GRANTING THE PETITION TO ESTABLISH THE WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT, PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2024), CONCERNING THAT APPROXIMATELY 425.15 +/- ACRES OF LAND; PROVIDING A TITLE; DESCRIBING THE PETITION TO ESTABLISH THE WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT; CREATING AND NAMING THE DISTRICT; PROVIDING FINDINGS; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; PROVIDING FOR NOTICE REQUIREMENTS; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the "Uniform Community Development Act of 1980", Chapter 190, *Florida Statutes* ("Act"), sets forth the exclusive and uniform method for establishing a community development district; and

WHEREAS, KB Home Orlando, LLC ("Petitioner") filed the Petition for an Ordinance to Establish the Willow Creek II Community Development District ("District"), including approximately 425.15 +/- acres of land (the "Petition") described in Section 1 and "Exhibit A" of said Petition, with the City Council of the City of Titusville, Florida (the "City Council"), pursuant to Section 190.005, *Florida Statutes*; and

WHEREAS, copies of the Petition filed on July 18, 2024, are attached hereto as **Composite Exhibit "A"** and made a part hereof by reference; and

WHEREAS, the Petitioner is a Delaware limited liability company authorized to conduct business in the State of Florida whose address is 9102 Southpark Center Loop, Suite 100, Orlando, Florida 32819; and

WHEREAS, the owners of one hundred percent (100%) of the real property to be included in the District have provided consent to the Petition; and

WHEREAS, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at a duly noticed public hearing conducted by the City Council on November 26, 2024, pursuant to section 190.005(1)(d), *Florida Statutes*; and

WHEREAS, upon consideration of the record established at the duly noticed public hearing, the City Council has considered the record of the public hearing, and the statutory factors set forth in section 190.005, *Florida Statutes*, in making its determination to grant or deny the Petition; and

WHEREAS, the establishment of the District shall not act to amend any land development approvals and/or applicable land development regulations governing the land area to be included within the District; and

WHEREAS, the establishment of the District will constitute a timely, efficient, effective, responsive, and economic way to deliver community development services in the area described in the Petition; and

WHEREAS, the City Council, pursuant to the information contained within the Petition and otherwise being fully advised as to the facts and circumstances contained within the request of the District, finds as follows:

- (1) The statements within the Petition are true and correct; and
- (2) The appropriate City of Titusville staff have reviewed the Petition and have advised the City Council that said Petition is complete; and
- (3) The establishment of the District by this Ordinance is subject to and not inconsistent with any applicable element or portion of the State Comprehensive Plan or the City of Titusville Comprehensive Plan; and
- (4) The area of land located within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as one functional, interrelated community; and
- (5) The District is the best alternative available for delivering community development services and facilities to the area that will be served by the District; and
- (6) The community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and
- (7) The area that will be served by the District remains amenable to separate special-district government; and

WHEREAS, pursuant to the Act, the District does not have the power of a local government to adopt a comprehensive plan, building code, land development code, and/or take any action which is inconsistent with applicable comprehensive plans, ordinances, and/or regulations of the applicable local general-purpose government; and

WHEREAS, pursuant to the Act, all governmental planning, environmental, and land development law(s), regulation(s), and/or ordinances of the City of Titusville, apply to all development(s) of the land(s) within the District; and

WHEREAS, upon the effective date of this Ordinance, the Willow Creek II Community Development District will be duly and legally authorized to exist on the proposed property and to

exercise all of its general and special powers as limited by this Ordinance and applicable law.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA:

SECTION 1. TITLE. This Ordinance shall be known and may be cited as the "Willow Creek II Community Development District Establishment Ordinance."

SECTION 2. INCORPORATION OF RECITALS. The City Council finds that the factual recitals (WHEREAS clauses) form a factual and material basis for the approval of this Ordinance and hereby incorporates said findings into this Ordinance.

SECTION 3. AUTHORITY. This Ordinance is enacted in compliance with and pursuant to the Act. Nothing contained herein shall constitute an amendment to any land development regulation(s) and/or approvals for the land area included within the District.

SECTION 4. CREATION OF DISTRICT; DISTRICT NAME. The Petition filed to create the Willow Creek II Community Development District is hereby granted and there is hereby created a community development district, which is located entirely within the boundaries of the City of Titusville, Florida, which District shall be known as the Willow Creek II Community Development District.

SECTION 5. FINDINGS. The City Council hereby finds and determines, pursuant to Section 190.005, *Florida Statutes*, and all other applicable provisions of the Act, based on the testimony and evidence presented at the duly noticed public hearing held on **November 26, 2024**, and the record established at said duly noticed public hearing, as follows:

- A. The statements within the Petition are true and correct; and
- B. The appropriate City of Titusville staff have reviewed the Petition and have advised the City Council that said Petition is complete; and
- C. The establishment of the District by this Ordinance is subject to and not inconsistent with any applicable element or portion of the State Comprehensive Plan or the City of Titusville Comprehensive Plan; and
- D. The area of land located within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as one functional, interrelated community; and
- E. The District is the best alternative available for delivering community development services and facilities to the area that will be served by the District; and
- F. The community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

G. The area that will be served by the District remains amenable to separate special-district government.

SECTION 6. EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are hereby established as set forth in the Petition, the District will encompass a total of 425.15 acres, more or less, as described and depicted in **Composite Exhibit “A”** attached hereto and incorporated herein by reference.

SECTION 7. FUNCTIONS AND POWERS. The powers and functions of the District are described in Chapter 190 of the Florida Statutes, as follows:

A. The District may exercise powers and functions described in Sections 190.011 and 190.012(1) and (2) (a) and (d), *Florida Statutes*.

B. Consent is hereby given to the District's Board of Supervisors to exercise additional powers to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for: parks and facilities for indoor and outdoor recreational, cultural, and education uses as described and authorized by Section 190.012(2)(a), *Florida Statutes*, and security powers, including but not limited to walls, fences, and electronic intrusion detection, as authorized and described in Section 190.012(2)(d), *Florida Statutes*.

C. In the exercise of its powers, the District shall comply with all applicable governmental laws, rules, regulations and policies including, but not limited to, all City of Titusville ordinances and policies governing land planning and permitting of the development to be served by the District.

D. The District shall not have any zoning or permitting powers governing land development or the use of land.

E. Bonds to be issued by the District shall not constitute a debt, liability or general obligation of the City of Titusville, Florida, Brevard County or of the State of Florida, or of any political subdivision thereof, but shall be payable solely from the pledged revenues designated for the bonds.

F. This Ordinance is not intended, nor shall it be construed to expand, modify or delete any provision(s) of the Act, as set forth in Chapter 190, *Florida Statutes*, nor shall it be intended to modify, restrict or expand any current prospective development or utility agreements.

SECTION 8. BOARD OF SUPERVISORS. The five persons meeting the requirements of Section 190.006, *Florida Statutes*, and designated to serve as initial members of the District's Board of Supervisors are as follows:

Name: Stephen McConn
Address: 9102 Southpark Center Loop, Suite 100
Orlando, FL 32819

Name: Casey Dare
Address: 9102 Southpark Center Loop, Suite 100
Orlando, FL 32819

Name: Jeff Myers
Address: 9102 Southpark Center Loop, Suite 100
Orlando, FL 32819

Name: Stephen White
Address: 9102 Southpark Center Loop, Suite 100
Orlando, FL 32819

Name: Paul Thomas
Address: 9102 Southpark Center Loop, Suite 100
Orlando, FL 32819

SECTION 9. NOTICE REQUIREMENTS. Petitioner has caused a notice of a public hearing on the consideration of the Petition to be published in a newspaper at least once a week for four (4) successive weeks immediately prior to such public hearing consistent with the Act.

SECTION 10. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be deemed severable and the remaining provisions shall continue remain in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 11. ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS. Sections of this Ordinance may be renamed or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or his/her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk. A certified copy of this enacting ordinance shall be located in the Office of the City Clerk of the City of Titusville, Florida. The City Clerk shall also make copies available to the public for a reasonable publication charge.

SECTION 12. 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 ____ day of _____, 2024.

CITY OF TITUSVILLE, FLORIDA

Mayor, Daniel E. Diesel

ATTEST:

Wanda F. Wells, City Clerk

Composite Exhibit A:

Petition to Establish the Willow Creek II Community Development District,
filed on July 18, 2024

BEFORE THE CITY COMMISSION OF THE CITY OF TITUSVILLE, FLORIDA
PETITION TO ESTABLISH WILLOW CREEK II
COMMUNITY DEVELOPMENT DISTRICT

Petitioner, KB Home Orlando LLC, a Delaware limited liability company (hereafter “Petitioner”), hereby petitions the City Commission of the City of Titusville, Florida pursuant to the “Uniform Community Development District Act of 1980,” Chapter 190, *Florida Statutes* (2024), to establish a community development district (hereafter “District”), with respect to the land described herein. In support of this Petition, Petitioner states:

1. Location and Size. The proposed District will be located entirely within the City of Titusville, Florida (hereafter “City”). **Exhibit 1** depicts the general location of the lands comprising the proposed District. The proposed District covers approximately 425.15 acres of land, more or less. The legal description of the lands that form the external boundaries of the District are set forth in **Exhibit 2**.

2. Landowner Consent. Petitioner has obtained written consent to establish the District from the owners of one hundred percent (100%) of the real property located within the District. Documentation of the consent to the establishment of the District is contained in **Exhibit 3**.

3. Initial Board Members. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows:

Name: Stephen McConn
Address: 9102 Southpark Center Loop, Suite 100
Orlando, Florida 32819

Name: Casey Dare
Address: 9102 Southpark Center Loop, Suite 100
Orlando, Florida 32819

Name: Jeff Myers
Address: 9102 Southpark Center Loop, Suite 100

Orlando, Florida 32819

Name: Stephen White
Address: 9102 Southpark Center Loop, Suite 100
Orlando, Florida 32819

Name: Paul Thomas
Address: 9102 Southpark Center Loop, Suite 100
Orlando, Florida 32819

All of the above-listed persons are residents of the state of Florida and citizens of the United States of America.

4. Name. The proposed name of the District is Willow Creek II Community Development District.

5. Future Land Uses. The distribution, location, and extent of the public and private land uses proposed for the District by the future land use plan element of the City's Future Land Use Plan are depicted in **Exhibit 4**. The proposed land uses for lands contained within the proposed District are consistent with the approved City Future Land Use Plan.

6. Major Water and Wastewater Facilities. **Exhibit 5** indicates the location of major outfall canals and drainage basins for the lands within the proposed District as well as the location of existing major trunk water mains, reuse water mains and wastewater interceptors within the currently undeveloped lands proposed to be included within the District.

7. District Facilities and Services. The District is presently expected to finance, construct, and install improvements and facilities to benefit the lands within the District in multiple phases over a multi-year time period, commencing in 2025 through 2034. **Composite Exhibit 6** describes the construction timetable and the types of facilities the District presently expects to finance, construct, and install, as well as the entities anticipated for future ownership, operation, and maintenance. The estimated costs of construction are also identified in **Composite Exhibit 6**.

Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

8. Statement of Estimated Regulatory Costs. **Exhibit 7** is the statement of estimated regulatory costs (“SERC”) prepared in accordance with the requirements of Section 120.541, *Florida Statutes* (2024). The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

9. Authorized Agent. The Petitioner is authorized to do business in the State of Florida. The Petitioner has designated Kilinski | Van Wyk PLLC, with a mailing address of 517 E. College Avenue, Tallahassee, Florida 32301, as its authorized agent. See **Exhibit 8** – Authorization of Agent. Copies of all correspondence and official notices should be sent to:

Jennifer Kilinski, Esq.
jennifer@cddlattorneys.com
Patrick Collins, Esq.
patrick@cddlattorneys.com
KILINSKI | VAN WYK PLLC
517 E. College Avenue
Tallahassee, Florida 32301
(877) 350-0732

10. This petition to establish the Willow Creek II Community Development District should be granted for the following reasons:

a. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the City Comprehensive Plan.

b. The area of land within the proposed District is part of a planned community. It is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the District will prevent the general body of taxpayers in the City from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the District. The District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District's services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the City Commission of the City of Titusville, Florida to:

a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), *Florida Statutes* (2024).

b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, *Florida Statutes* (2024).

c. consent to the District's exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, enlarge or extend, equip, operate, and maintain systems and facilities for: parks and facilities for indoor and outdoor recreation, cultural, and educational uses and for

security, including, but not limited to walls, fences and electronic intrusion detection all as authorized and described by Section 190.012(2)(a) and (d), *Florida Statutes* (2024).

RESPECTFULLY SUBMITTED, this 18th day of July, 2024.

KILINSKI | VAN WYK PLLC

/s/ Jennifer L. Kilinski

Jennifer L. Kilinski, Esq.

jennifer@cddlattorneys.com

Florida Bar No. 69367

Patrick Collins, Esq.

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Florida Bar No. 1038611

517 E. College Avenue

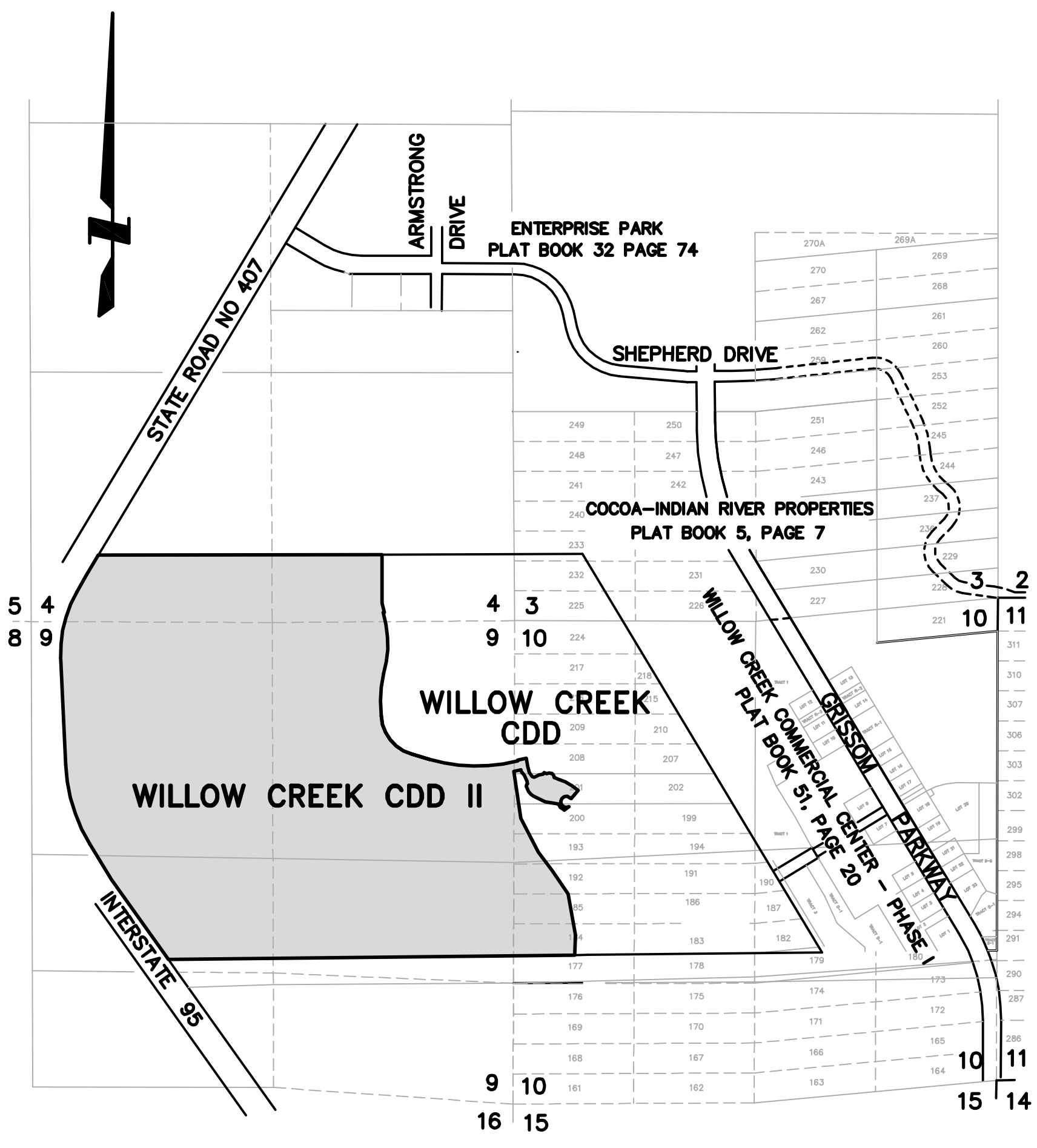
Tallahassee, Florida 32301

(877) 350-0372 (telephone)

Attorneys for Petitioner

EXHIBIT 1

LOCATION MAP



TOWNSHIP 23 SOUTH, RANGE 35 EAST

BREVARD COUNTY
 VERONA CDD II
 SEC: 4,9 AND 10
 DATUM: N/A
 SCALE: N/A



Honeycutt & Associates, Inc.
ENGINEERS-PLANNERS
 3700 South Washington Avenue
 Titusville, Florida 32780
 (321) 267-6233 Fax (321) 269-7847
 Certificate of Authorization EB-0007823

APPLICANT: CAROLINA HOLDINGS
 DATE:
 SHEET C-1

EXHIBIT 2

LEGAL DESCRIPTION:

WILLOW CREEK CDD II:

A PARCEL OF LAND BEING PORTIONS OF LOTS 184, 185, 192, 193, 200, 201, AND 208 AS SHOWN ON THE PLAT OF COCOA-INDIAN RIVER PROPERTIES AS RECORDED IN PLAT BOOK 5, PAGE 7 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF THE NORTH 3/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA LYING EAST OF THE EASTERLY RIGHT OF WAY LINE INTERSTATE 95 AND STATE ROAD NO.407.

ALSO TOGETHER WITH:

A PORTION OF THE SOUTH 1/2 OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO.407.

ALL OF THE ABOVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, THENCE N.00°11'12"E., ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1327.76 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/4 OF SAID SECTION 10; THENCE CONTINUE N.00°11'12"E., ALONG SAID EAST LINE OF SECTION 10, A DISTANCE OF 101.45 FEET; THENCE S.89°22'09"W., 316.46 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF GRISSOM PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2721, PAGE 910 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE S.89°22'09"W., 4330.71 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.89°22'09"W., 4470.31 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE ALONG THE RIGHT OF WAY LINES OF INTERSTATE 95 AND STATE ROAD NO.407, THE FOLLOWING SEVEN COURSES AND DISTANCES; THENCE N.35°26'31"W., 1079.54 FEET; THENCE N.31°25'51"W., 461.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1819.86 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°53'59", 917.93 FEET TO THE POINT OF TANGENCY; THENCE N.02°31'52"W., 1179.02 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1342.40 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°21'46", 758.24 FEET TO THE POINT OF TANGENCY; THENCE N.29°49'54"E., 198.99 FEET; THENCE N.30°59'13"E., 268.32 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE OF INTERSTATE 95 ON A BEARING OF N.89°52'19"E., 3122.20 FEET TO THE MOST NORTHWESTERLY CORNER OF VERONA – VILLAGE "B", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 73, PAGES 29 THROUGH 36 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY LINE OF THE AFORESAID PLAT OF VERONA – VILLAGE "B", THE FOLLOWING TWO (2) COURSES AND DISTANCES: THENCE S. 00°07'38"E., 533.14 FEET; THENCE S.15°34'01"E., 105.25 FEET; THENCE S.76°55'42"W., 17.53 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF "WILLOW CREEK BOULEVARD" (A 90.00 FOOT WIDE PUBLIC RIGHT OF WAY) AS SHOWN ON THE AFORESAID PLAT OF VERONA – VILLAGE "B"; SAID POINT BEING ON A NON-TANGENT CIRCULAR CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1210.50 FEET; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID PUBLIC RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 32°16'15", 681.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 957.08 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 18°10'53", 303.71 FEET TO THE POINT OF TANGENCY; THENCE S.02°29'18"E., 162.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 459.29 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 71°22'59", 572.21 FEET TO THE POINT OF TANGENCY; THENCE

S.73°49'59"E., 207.65 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1879.88 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 28°09'01", 923.61 FEET TO A POINT ON THE WEST LINE OF VERONA-VILLAGE "D", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 71, PAGES 18 THROUGH 24 OF THE AFORESAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N.08°34'09"W., ALONG SAID WEST LINE, A DISTANCE OF 6.94 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF VERONA-VILLAGE "D"; SAID POINT BEING ON A NON-TANGENT CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 805.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID PLAT OF VERONA-VILLAGE "D", THROUGH A CENTRAL ANGLE OF 05°26'28", 76.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 795.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID PLAT OF VERONA-VILLAGE "D", THROUGH A CENTRAL ANGLE OF 05°57'04", 82.57 FEET TO THE WEST CORNER OF TRACT REC-2, AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE DEPARTING SAID NORTH LINE, RUN S.09°28'11"E., 95.03 FEET TO THE NORTHEAST CORNER OF TRACT REC-1, AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE RUN ALONG THE BOUNDARY OF SAID TRACT REC-1 THE FOLLOWING THIRTY-SEVEN (37) COURSES AND DISTANCES: THENCE S.13°00'01"E., 66.81 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°32'33", 54.42 FEET TO THE POINT OF TANGENCY; THENCE S.57°32'34"E., 11.11 FEET; THENCE S.81°34'25"E., 11.77 FEET; THENCE N.74°26'37"E., 14.74 FEET; THENCE N.63°33'32"E., 48.72 FEET; THENCE N.80°02'14"E., 48.82 FEET; THENCE N.27°54'32"E., 18.00 FEET; THENCE S.66°31'54"E., 30.55 FEET; THENCE N.75°46'30"E., 28.29 FEET; THENCE S.86°37'24"E., 15.33 FEET; THENCE S.74°09'46"E., 12.79 FEET; THENCE S.48°16'14"E., 17.65 FEET; THENCE S.35°45'28"E., 12.66 FEET; THENCE S.15°02'04"E., 23.54 FEET; THENCE S.65°38'01"E., 25.44 FEET; THENCE S.70°56'30"E., 21.68 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 646.77 FEET AND TO WHICH POINT A RADIAL LINE BEARS N.18°15'43"E.; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°32'03", 254.37 FEET TO A POINT OF TANGENCY; THENCE ON A RADIAL LINE OF S.40°47'46"W., 120.00 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF PECORINO COURT AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D" AND ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 526.78 FEET; THENCE NORTHWESTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°15'51", 20.82 FEET TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 61.00 FEET; THENCE SOUTHWESTERLY TO NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 254°11'29", 270.62 FEET TO THE POINT OF CUSP AND TO WHICH POINT A RADIAL LINE BEARS S.35°56'53"E.; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN S.52°19'17"W., 72.35 FEET; THENCE N.38°11'57"W., 11.02 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE EASTERLY, AND HAVING A RADIUS OF 89.50 FEET AND TO WHICH POINT A RADIAL LINE BEARS S.18°23'35"W., THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°38'31", 86.92 FEET; THENCE N.80°35'10"W., 132.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 68.50 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°49'57", 20.12 FEET TO THE POINT OF TANGENCY; THENCE N.63°45'13"W., 134.69 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 145.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°12'22", 119.47 FEET TO THE POINT OF TANGENCY; THENCE N.16°32'51"W., 23.24 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°54'40", 31.38 FEET; THENCE N.12°55'16"W., 31.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 81.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°12'05", 17.25 FEET TO THE POINT OF TANGENCY; THENCE N.25°07'21"W., 50.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF

81.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°54'15", 29.55 FEET TO THE POINT OF TANGENCY; THENCE N.46°01'36"W., 11.58 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS 49.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°46'08", 25.46 FEET TO THE POINT OF TANGENCY; THENCE N.16°00'44"W., 7.75 FEET TO THE SOUTHEAST CORNER OF TRACT L-7 AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE S.76°27'51"E., 78.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT L-7, SAID POINT BEING ON THE WEST LINE OF SAID PLAT OF VERONA-VILLAGE "D"; THENCE RUN ALONG THE WESTERLY LINE OF AFORESAID PLAT OF VERONA-VILLAGE "D", THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: THENCE RUN S.08°34'09"E., 201.72 FEET; THENCE S.07°57'44"E., 319.64 FEET; THENCE S.27°28'40"E., 417.26 FEET; THENCE S.36°41'30"E., 257.82 FEET; THENCE S.34°33'08"E., 308.78 FEET; THENCE S.10°27'19"E., 458.41 FEET; THENCE S.02°55'36"W., 222.15 FEET TO THE POINT OF BEGINNING, CONTAINING 425.15 ACRES.

EXHIBIT 3

**CONSENT AND JOINDER OF LANDOWNER TO INCLUSION
IN PROPOSED WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT**

The undersigned is the owner of certain lands more fully described in **Exhibit A** attached hereto and made a part hereof (“**Property**”).

The undersigned understands and acknowledges an application to establish a community development district in accordance with the provisions of Chapter 190 of the Florida Statutes is being submitted on its behalf. As the owner of lands which are intended to constitute the community development district, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, the petitioner, on behalf of itself or the landowner of lands to be included, must include the written consent to the establishment of the community development district of one hundred percent (100%) of the owners of the lands to be included within the community development district.

The undersigned hereby consents to the establishment of the community development district which will include the Property and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the community development district.

The undersigned acknowledges that the consent will remain in full force and effect until the District is established or this consent is revoked in writing, whichever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by the District, consent to inclusion of the Property within the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

[signatures on following page]

Executed this 7th day of March, 2024.

WITNESSES:

KB HOME ORLANDO LLC, a Delaware
limited liability company

Miraida Lare
Print Name: Miraida Lare

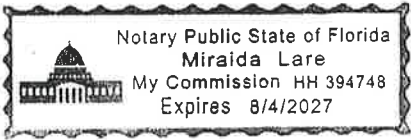
James Makransky
By: James Makransky
Its: Vice President of Finance

Rachael F. Nigaglioni
Print Name: Rachael F. Nigaglioni

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this 7th day of March, 2024, by James Makransky, as Vice President of
Finance of KB Home Orlando LLC, who is personally known to me or who has produced _____
_____ as identification.

[notary seal]



Miraida Lare
Print Name: Miraida Lare
Notary Public, State of Florida

Exhibit A:
PROPERTY DESCRIPTION

LEGAL DESCRIPTION:

WILLOW CREEK CDD II:

A PARCEL OF LAND BEING PORTIONS OF LOTS 184, 185, 192, 193, 200, 201, AND 208 AS SHOWN ON THE PLAT OF COCOA-INDIAN RIVER PROPERTIES AS RECORDED IN PLAT BOOK 5, PAGE 7 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF THE NORTH 3/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA LYING EAST OF THE EASTERLY RIGHT OF WAY LINE INTERSTATE 95 AND STATE ROAD NO.407.

ALSO TOGETHER WITH:

A PORTION OF THE SOUTH 1/2 OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO.407.

ALL OF THE ABOVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

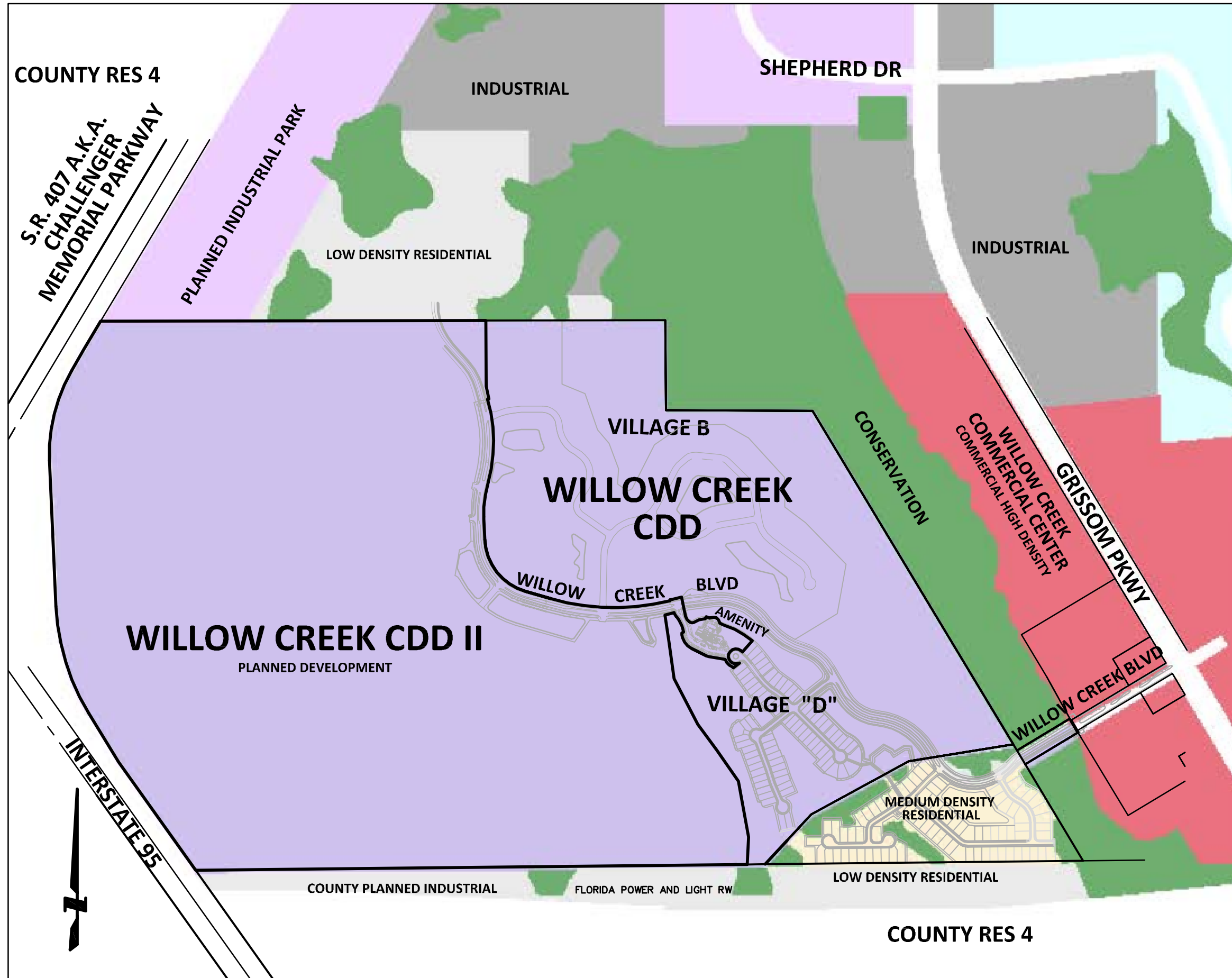
COMMENCING AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, THENCE N.00°11'12"E., ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1327.76 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/4 OF SAID SECTION 10; THENCE CONTINUE N.00°11'12"E., ALONG SAID EAST LINE OF SECTION 10, A DISTANCE OF 101.45 FEET; THENCE S.89°22'09"W., 316.46 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF GRISSOM PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2721, PAGE 910 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE S.89°22'09"W., 4330.71 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.89°22'09"W., 4470.31 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE ALONG THE RIGHT OF WAY LINES OF INTERSTATE 95 AND STATE ROAD NO.407, THE FOLLOWING SEVEN COURSES AND DISTANCES; THENCE N.35°26'31"W., 1079.54 FEET; THENCE N.31°25'51"W., 461.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1819.86 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°53'59", 917.93 FEET TO THE POINT OF TANGENCY; THENCE N.02°31'52"W., 1179.02 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1342.40 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°21'46", 758.24 FEET TO THE POINT OF TANGENCY; THENCE N.29°49'54"E., 198.99 FEET; THENCE N.30°59'13"E., 268.32 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE OF INTERSTATE 95 ON A BEARING OF N.89°52'19"E., 3122.20 FEET TO THE MOST NORTHWESTERLY CORNER OF VERONA – VILLAGE "B", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 73, PAGES 29 THROUGH 36 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY LINE OF THE AFORESAID PLAT OF VERONA – VILLAGE "B", THE FOLLOWING TWO (2) COURSES AND DISTANCES: THENCE S. 00°07'38"E., 533.14 FEET; THENCE S.15°34'01"E., 105.25 FEET; THENCE S.76°55'42"W., 17.53 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF "WILLOW CREEK BOULEVARD" (A 90.00 FOOT WIDE PUBLIC RIGHT OF WAY) AS SHOWN ON THE AFORESAID PLAT OF VERONA – VILLAGE "B"; SAID POINT BEING ON A NON-TANGENT CIRCULAR CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1210.50 FEET; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID PUBLIC RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 32°16'15", 681.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 957.08 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 18°10'53", 303.71 FEET TO THE POINT OF TANGENCY; THENCE S.02°29'18"E., 162.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 459.29 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 71°22'59", 572.21 FEET TO THE POINT OF TANGENCY; THENCE

S.73°49'59"E., 207.65 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1879.88 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 28°09'01", 923.61 FEET TO A POINT ON THE WEST LINE OF VERONA-VILLAGE "D", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 71, PAGES 18 THROUGH 24 OF THE AFORESAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N.08°34'09"W., ALONG SAID WEST LINE, A DISTANCE OF 6.94 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF VERONA-VILLAGE "D"; SAID POINT BEING ON A NON-TANGENT CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 805.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID PLAT OF VERONA-VILLAGE "D", THROUGH A CENTRAL ANGLE OF 05°26'28", 76.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 795.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID PLAT OF VERONA-VILLAGE "D", THROUGH A CENTRAL ANGLE OF 05°57'04", 82.57 FEET TO THE WEST CORNER OF TRACT REC-2, AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE DEPARTING SAID NORTH LINE, RUN S.09°28'11"E., 95.03 FEET TO THE NORTHEAST CORNER OF TRACT REC-1, AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE RUN ALONG THE BOUNDARY OF SAID TRACT REC-1 THE FOLLOWING THIRTY-SEVEN (37) COURSES AND DISTANCES: THENCE S.13°00'01"E., 66.81 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°32'33", 54.42 FEET TO THE POINT OF TANGENCY; THENCE S.57°32'34"E., 11.11 FEET; THENCE S.81°34'25"E., 11.77 FEET; THENCE N.74°26'37"E., 14.74 FEET; THENCE N.63°33'32"E., 48.72 FEET; THENCE N.80°02'14"E., 48.82 FEET; THENCE N.27°54'32"E., 18.00 FEET; THENCE S.66°31'54"E., 30.55 FEET; THENCE N.75°46'30"E., 28.29 FEET; THENCE S.86°37'24"E., 15.33 FEET; THENCE S.74°09'46"E., 12.79 FEET; THENCE S.48°16'14"E., 17.65 FEET; THENCE S.35°45'28"E., 12.66 FEET; THENCE S.15°02'04"E., 23.54 FEET; THENCE S.65°38'01"E., 25.44 FEET; THENCE S.70°56'30"E., 21.68 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 646.77 FEET AND TO WHICH POINT A RADIAL LINE BEARS N.18°15'43"E.; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°32'03", 254.37 FEET TO A POINT OF TANGENCY; THENCE ON A RADIAL LINE OF S.40°47'46"W., 120.00 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF PECORINO COURT AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D" AND ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 526.78 FEET; THENCE NORTHWESTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°15'51", 20.82 FEET TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 61.00 FEET; THENCE SOUTHWESTERLY TO NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 254°11'29", 270.62 FEET TO THE POINT OF CUSP AND TO WHICH POINT A RADIAL LINE BEARS S.35°56'53"E.; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN S.52°19'17"W., 72.35 FEET; THENCE N.38°11'57"W., 11.02 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE EASTERLY, AND HAVING A RADIUS OF 89.50 FEET AND TO WHICH POINT A RADIAL LINE BEARS S.18°23'35"W., THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°38'31", 86.92 FEET; THENCE N.80°35'10"W., 132.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 68.50 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°49'57", 20.12 FEET TO THE POINT OF TANGENCY; THENCE N.63°45'13"W., 134.69 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 145.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°12'22", 119.47 FEET TO THE POINT OF TANGENCY; THENCE N.16°32'51"W., 23.24 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°54'40", 31.38 FEET; THENCE N.12°55'16"W., 31.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 81.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°12'05", 17.25 FEET TO THE POINT OF TANGENCY; THENCE N.25°07'21"W., 50.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF

81.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°54'15", 29.55 FEET TO THE POINT OF TANGENCY; THENCE N.46°01'36"W., 11.58 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS 49.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°46'08", 25.46 FEET TO THE POINT OF TANGENCY; THENCE N.16°00'44"W., 7.75 FEET TO THE SOUTHEAST CORNER OF TRACT L-7 AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE S.76°27'51"E., 78.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT L-7, SAID POINT BEING ON THE WEST LINE OF SAID PLAT OF VERONA-VILLAGE "D"; THENCE RUN ALONG THE WESTERLY LINE OF AFORESAID PLAT OF VERONA-VILLAGE "D", THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: THENCE RUN S.08°34'09"E., 201.72 FEET; THENCE S.07°57'44"E., 319.64 FEET; THENCE S.27°28'40"E., 417.26 FEET; THENCE S.36°41'30"E., 257.82 FEET; THENCE S.34°33'08"E., 308.78 FEET; THENCE S.10°27'19"E., 458.41 FEET; THENCE S.02°55'36"W., 222.15 FEET TO THE POINT OF BEGINNING, CONTAINING 425.15 ACRES.

EXHIBIT 4

FUTURE LAND USE MAP



BREVARD COUNTY
 VERONA CDD II
 SEC: 4, 9 AND 10
 SEC: TWN: 23 RNG: 35
 DATUM: N/A
 SCALE: N/A



Honeycutt & Associates, Inc.
ENGINEERS-PLANNERS
 3700 South Washington Avenue
 Titusville, Florida 32780
 (321) 267-6233 Fax (321) 266-7847
 Certificate of Authorization EB-0007623

APPLICANT: CAROLINA HOLDINGS
 DATE: _____
 SHEET C-2

EXHIBIT 5

COMPOSITE EXHIBIT 6

Improvement Categories	Estimated Cost of Improvements	
VILLAGE A INFRASTRUCTURE	\$	12,084,640.00
VILLAGE C INFRASTRUCTURE	\$	17,590,250.00
VILLAGE A and C WILLOW CREEK BLVD	\$	4,507,565.00
VILLAGE E INFRASTRUCTURE	\$	2,116,876.00
VILLAGE E WILLOW CREEK BLVD	\$	991,664.00
AMENITIES	\$	5,000,000.00
	TOTAL:	\$ 42,290,995.00

Improvement Categories	Construction Entity	Ownership Entity	Maintenance Entity*
VILLAGE A INFRASTRUCTURE	CDD	CDD	CDD
VILLAGE C INFRASTRUCTURE	CDD	CDD	CDD
VILLAGE A and C WILLOW CREEK BLVD	CDD	CDD	CDD
VILLAGE E INFRASTRUCTURE	CDD	CDD	CDD
VILLAGE E WILLOW CREEK BLVD	CDD	CDD	CDD
AMENITIES	CDD	CDD	CDD

* Except for utilities and roadways, which will be owned and maintained by the City of Titusville

EXHIBIT 7

Willow Creek II

COMMUNITY DEVELOPMENTDISTRICT

Statement of
Estimated Regulatory Costs

July 15, 2024

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs (“SERC”) supports the petition to establish the **Willow Creek II Community Development District** (the “District”). The proposed District comprises approximately 425.15 acres of land located within the City of Titusville, Florida (the “City”), Brevard County, Florida (the “County”). The project is planned for approximately 1031 residential units. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes, as follows:

"That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant (emphasis added)."

1.2 Overview of the Willow Creek II Community Development District

The District is designed to provide community infrastructure, services, and facilities along with operation and maintenance of such facilities and services to the lands within the District. The District will encompass approximately 425.15 acres.

The development plan for the proposed lands within the District includes approximately 1031 residential units. Such uses are authorized for inclusion within the proposed District. A community development district (“CDD”) is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDD’s provide a “solution to the state’s planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers.” See Section 190.002(1)(a), Florida Statutes.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the City/County in which the CDD lies. A CDD does not have the permitting, zoning or general police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as Willow Creek II. The scope of this SERC is limited to evaluating the consequences of approving the petition to establish the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

According to Section 120.541(2), Florida Statutes, a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the

implementation of the rule;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency¹, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, “transactional costs” are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties defined by Section 120.52, Florida Statutes. The impact analysis for small businesses must include the basis for the agency’s decision not to implement alternatives that would reduce adverse impacts on small businesses.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 An economic analysis showing whether the ordinance directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

¹ For the purposes of this SERC, the term “agency” means the City of Titusville and the term “rule” means the ordinance(s) which the City will enact in connection with the creation of the District.

The ordinance establishing the District is not anticipated to have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is voluntary and all additional costs will be disclosed to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The purpose for establishment of the District is to provide public facilities and services to support the development of a new, master planned residential development. The development of the approximately 425.15 +/- acres anticipated to be within the District will promote local economic activity, create local value, lead to local private sector investment and is likely to result in local private sector employment and/or local job creation.

Establishment of the District will allow a systematic method to plan, fund, implement, operate and maintain, for the benefit of the landowners within the District, various public facilities and services. Such facilities and services, as further described in Section 5, will allow for the development of the land within the District. The provision of District's infrastructure and the subsequent development of land will generate private economic activity, economic growth, investment and employment, and job creation. The District intends to use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, is likely to use private firms to operate and maintain such infrastructure and provide services to the landowners and residents of the District. The private developer of the land in the District will use its private funds to conduct the private land development and construction of an anticipated approximately 1031 residential units, the construction, sale, and continued use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved in absence of the District by the private sector alone, the fact that the establishment of the District is initiated by the private developer means that the private developer considers the establishment and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the District, which in turn will lead directly or indirectly to economic growth, likely private sector job growth and/or support private sector employment, and private sector investments.

2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

When assessing the question of whether the establishment of the District is likely to directly or

indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the District in the development. When the question is phrased in this manner, it can be surmised that the establishment of the District is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure, or services desired by the landowners, which will ensure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the establishment of the District for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was no District. The District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The establishment of the District will not increase any regulatory costs of the State by virtue that the District will be one of many already existing similar districts within the State. As described in more detail in Section 4, the proposed District will pay a one-time filing fee to the City to offset any expenses that the City may incur in holding a local public hearing on the petition. Similarly, the proposed District will pay annually the required Special District Filing Fee, which fee is meant to offset any State costs related to its oversight of all special districts in the State.

The establishment of the District will, however, directly increase regulatory costs to the landowners within the District. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is completely voluntary, all current property owners must consent to the establishment of the District and all initial prospective buyers will have such additional transaction costs disclosed to them prior to sale, as required by State law. Such costs, however, should be considered voluntary, self-imposed, and as a tradeoff for the enhanced service and facilities provided by the District.

The District will incur overall operational costs related to services for infrastructure maintenance, landscaping, amenity operation and similar items. In the initial stages of development, the costs will likely be minimized. These operating costs will be funded by the landowners through direct funding agreements or special assessments levied by the District. Similarly, the District may incur costs associated with the issuance and repayment of special assessment revenue bonds. While these costs in the aggregate may approach the stated threshold over a five-year period, this would not be unusual for a Project of this nature and the infrastructure, and services proposed to be provided by the District will be needed to serve the Project regardless of the existence of the District. Thus, the District-related costs are not additional development costs. Due to the relatively low cost of financing available to CDDs, due to the tax-exempt nature of CDD debt, certain improvements can be provided more efficiently by the District than by alternative entities. Furthermore, it is important to remember that such costs would be funded through special assessments paid by landowners

within the District and would not be a burden on the taxpayers outside the District nor can the District debt be a debt of the City or the State.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

The individuals and entities likely to be required to comply with the ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized, as follows: 1) The State of Florida and its residents, 2) City of Titusville and its residents, 3) current property owners, and 4) future property owners.

a. The State of Florida

The State of Florida and its residents and general population will not incur any compliance costs related to the establishment and on-going administration of the District and will only be affected to the extent that the State incurs those nominal administrative costs outlined herein. The cost of any additional administrative services provided by the State as a result of this project will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

b. City of Titusville, Florida

The City and its residents not residing within the boundaries of the District will not incur any compliance costs related to the establishment and on-going administration of the District other than any one-time administrative costs outlined herein, which will be offset by the filing fee submitted to the City. Once the District is established, these residents will not be affected by adoption of the ordinance. The cost of any additional administrative services provided by the City as a result of this development will be incurred whether the infrastructure is financed through the District or any alternative financing method.

c. Current Property Owners

The current property owners of the lands within the proposed District boundaries will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

d. Future Property Owners

The future property owners are those who will own property in the proposed District. These future property owners will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

The proposed District will serve land that comprises an approximately 425.15 +/- acre master planned residential development currently anticipated to contain a total of approximately 1031 residential units, although the development plan can change. Assuming an average density of 3.5 persons per residential unit, the estimated residential population of the proposed District at build out would be approximately 3,600 +/- and all of these residents as well as the landowners within the District will be affected by the ordinance. The City, the proposed District and certain state agencies will also be affected by or required to comply with the ordinance as more fully discussed hereafter.

4.0 A good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

The City is establishing the District by ordinance in accordance with the Act and, therefore, there is no anticipated effect on state or local revenues.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed formation of the District. The District as proposed will encompass under 2500 acres, therefore the City is the establishing entity under sections 190.005(2), (2)(e), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.018, Florida Statutes, the proposed District must pay an annual fee to the State of Florida Department of Commerce, which offsets such costs.

City of Titusville

The City and its staff will process and analyze the petition, conduct a public hearing with respect to the petition, and vote upon the petition to establish the District. These activities will absorb some resources. However, the petitioner will submit any requested costs to the City which will cover the City costs for review of the petition for establishment.

These costs to the City are modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new or additional staff. Fourth, there is no capital required to review the petition. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than the petition to establish a CDD.

The annual costs to the City because of the establishment of the District are minimal. The proposed District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City. Furthermore, the City will not incur any quantifiable on-going costs resulting from the on-going administration of the District. As previously stated, the District operates independently from the City and all administrative and operating costs incurred by the District relating to the financing and construction of infrastructure are borne entirely by the District and its landowners.

4.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct infrastructure or facilities, or for any other reason, are not debts of the State of Florida or the City. In accordance with Florida law, debts of the District are strictly the District’s own responsibility.

5.0 A good faith estimate of the transactional costs that are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. It is anticipated that the entry feature and signage; master stormwater management system; sewer and water systems; street lighting/conduit; roadway improvements; parks & recreational facilities; and offsite improvements will be financed by the District.

**Table 1.
Willow Creek II CDD Proposed Facilities and Services**

Improvement Categories	Construction Entity	Ownership Entity	Maintenance Entity*
VILLAGE A INFRASTRUCTURE	CDD	CDD	CDD
VILLAGE C INFRASTRUCTURE	CDD	CDD	CDD
VILLAGE A and C WILLOW CREEK BLVD	CDD	CDD	CDD
VILLAGE E INFRASTRUCTURE	CDD	CDD	CDD
VILLAGE E WILLOW CREEK BLVD	CDD	CDD	CDD
AMENITIES	CDD	CDD	CDD

*Except for utilities and roadways, which will be owned and maintained by the City of Titusville

The Petitioner has estimated the design and development costs for providing the capital facilities. The cost estimates are shown in Table 2 below. Total development costs for these facilities are estimated to be approximately \$42,290,995. The District may issue special assessment bonds or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all developable properties in the District that benefit from the District’s capital improvement program.

**Table 2.
Cost Estimate for District Facilities**

Improvement Categories	Estimated Cost of Improvements
VILLAGE A INFRASTRUCTURE	\$ 12,084,640.00
VILLAGE C INFRASTRUCTURE	\$ 17,590,250.00
VILLAGE A and C WILLOW CREEK BLVD	\$ 4,507,565.00
VILLAGE E INFRASTRUCTURE	\$ 2,116,876.00
VILLAGE E WILLOW CREEK BLVD	\$ 991,664.00
AMENITIES	\$ 5,000,000.00
TOTAL:	\$ 42,290,995.00

Landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition to the levy of non-ad valorem

assessments for debt service, the District may also impose non-ad valorem assessments to fund the operation and maintenance of the District and its facilities and services.

It is important to recognize that buying property in the District is completely voluntary. Ultimately, all owners and users of property within the District choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having a higher level of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community facilities and services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through developer equity and/or bank loans.

In considering these costs it shall be noted that the lands to be included within the District will receive four major classes of benefits.

First, the property in the District will receive a higher level of public services sooner than would otherwise be the case.

Second, a district is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a district is the sole form of governance which allows district landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and expense of the District services they receive, provided they meet the City's overall requirements.

Fourth, a district has the ability to maintain infrastructure better than a Homeowners' Association ("HOA") because it is able to offer a more secure funding source for maintenance and repair costs through assessments collected on the county tax bill pursuant to section 197.3632, Florida Statutes.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high-quality infrastructure provided by the District is likely to be fairly low.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no adverse impact on small businesses because of the formation of the District. If anything, the impact may be positive. This is because the District must competitively bid many of its contracts, affording small businesses the opportunity to bid on District work, and may also result in a need for additional retail and commercial services that afford small businesses and opportunity for growth.

The City has an estimated un-incarcerated population that is greater than 10,000 according to the 2020 U.S. Census. Therefore, the City is not defined as a “small city” according to section 120.52(19), Florida Statutes.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner’s Engineer and other professionals associated with the Petitioner.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals submitted to the agency as described in section 120.541(1)(a), Florida Statutes.

*Prepared by:
Governmental Management Services - South Florida, LLC
July 15, 2024*

APPENDIX A

LIST OF REPORTING REQUIREMENTS

REPORT	FL. STATUE CITATION	DATE
Annual Financial Audit	190.008/218.39	9 months after end of Fiscal Year
Annual Financial Report	190.008/218.32	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1 - Statement of Financial Interest	112.3145	within 30 days of accepting the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.08	within one year of special district's creation; then annual notice of any changes; and updated report every 7 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	when issued; within 120 days after delivery of bonds
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	190.008	annually by June 15
Adopted Budget	190.008	annually by October 1
Public Depositor Report	280.17	annually by November 30
Notice of Establishment	190.0485	within 30 days after the effective date of an ordinance establishing the District
Notice of Public Financing	190.009	file disclosure documents in the property records of the County after financing

EXHIBIT 8

Authorization of Agent

This letter shall serve as a designation of Jennifer Kilinski, Esq. of Kilinski | Van Wyk PLLC, whose address is 517 E. College Avenue, Tallahassee, Florida 32301, to act as agent for KB Home Orlando LLC, a Delaware limited liability company, with regard to any and all matters pertaining to a petition submitted to the City Commission of the City of Titusville, Florida to establish a community development district pursuant to Chapter 190, *Florida Statutes*. This authorization shall remain in effect until revoked in writing.

KB HOME ORLANDO LLC, a Delaware limited liability company

DATE: 3/7/24

Miraida Lare
Print Name: Miraida Lare

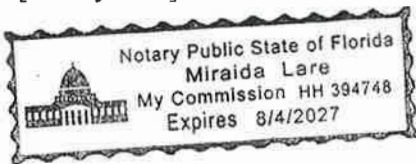
James Makransky
By: James Makransky
Its: Vice President of Finance

Rachael G. Nisagioni
Print Name: Rachael G. Nisagioni

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me physical presence or online notarization this 7th day of March, 2024, by James Makransky as Vice President of Finance of KB Home Orlando LLC, on behalf of the limited liability company. He is personally known to me or has produced _____ as identification.

[notary seal]



Miraida Lare
Print Name: Miraida Lare
Notary Public, State of Florida

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the City Council
From: Scott Larese, City Manager
Subject: **Ordinance No. 48-2024 - Annual update of the 5-Year Capital Improvements Schedule (2025-2029) relating to the Capital Improvement Element of the Comprehensive Plan (CPA Application No. 3-2024).**
Department/Office: Community Development

Recommended Action:

Conduct the first reading of Ordinance No. 48-2024 updating the five-year Capital Improvements Schedule of the Comprehensive Plan of the City of Titusville for the 2025 – 2029 horizon.

Ordinance No. 48-2024 , an ordinance of the City of Titusville, Florida, updating the five-year Capital Improvements Schedule of the Comprehensive Plan of the City of Titusville for the 2025 – 2029 horizon relating to the Capital Improvement Element; and providing for an effective date. (This is a legislative item.) (The public hearing is scheduled for the regular City Council meeting on December 10, 2024 at 6:30 p.m.)

The Planning and Zoning Commission, Local Planning Agency, will consider this item at their regular meeting on December 4, 2024.

Summary Explanation & Background:

Section 163.3177(3)(b), of the Florida Statutes requires the City's Five Year Capital Improvement Program of the Capital Improvements Element (CIE) be updated annually. All local governments are required to include a CIE in the Comprehensive Plan that considers the need for and location of public facilities and provides "a component that outlines principles for construction, extension, or increase in capacity of public facilities, as well as a component that outlines principles for correcting existing public facility deficiencies, which are necessary to implement the comprehensive plan." The planning period for this element is five (5) years.

Alternatives:

1. Adopt the ordinance with changes.
2. Do not adopt the ordinance and provide other direction to staff.

Item Budgeted:

NA

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Goal 1: Quality of Life Goal 2: Efficient & Effective Services Goal 5: Effective Governance

Strategic Plan Impact:

The annual update to the 5-Year Capital Improvement Program of the Capital Improvements Element monitors the maintenance and growth of concurrency related facilities within the City limits. This schedule ensure that the adopted Level of Service (LOS) standards are being met or exceeded.

ATTACHMENTS:

1. 2025 CIE Ordinance
2. 5-Year CIE Schedule(2025-2029) 11-18-24
3. 2025 CIE Staff Report 11-20-24

ORDINANCE NO. 48-2024

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, UPDATING THE FIVE-YEAR CAPITAL IMPROVEMENTS SCHEDULE OF THE COMPREHENSIVE PLAN OF THE CITY OF TITUSVILLE FOR THE 2025 – 2029 HORIZON RELATING TO THE CAPITAL IMPROVEMENT ELEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Titusville desires to update its Five-Year Capital Improvements Schedule of the Capital Improvement Element in the Comprehensive Plan adopted by Ordinance No. 60-1988; and

WHEREAS, a public hearing has been held on the update of the 5-year capital improvements schedule before the Local Planning Agency and the local governing body; and

WHEREAS, the City of Titusville finds that said update has been processed in accordance with the applicable law and desires to update the 5-year capital improvements schedule in the Comprehensive Plan addressed in Chapter 163, Florida Statutes; and

WHEREAS, per Section 163.3177(3)(b), Florida Statutes, modifications to update the 5-year capital improvement schedule may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan; and

NOW, THEREFORE, BE IT ENACTED by the City of Titusville, Florida as follows:

Section 1. The City of Titusville’s Comprehensive Plan is hereby modified by updating Appendix A: Five-Year Capital Improvements Schedule of the Capital Improvements Element in the Comprehensive Plan as shown in Attachment 1.

Section 2. This Ordinance also adopts by reference the Brevard County School Board’s most recent Five-Year District Facilities Work Program.

Section 3. To the extent authorized by law projects identified in the Capital Improvement Element shall continue to be carried forward together with fiscal resources until amended or modified in order to maintain Level of Service and concurrency.

Section 4. This ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED, this ____day of _____, 2024.

Andrew Connors, Mayor

ATTEST:

Wanda F. Wells, City Clerk

ATTACHMENT 1

APPENDIX A: FIVE YEAR CAPITAL IMPROVEMENTS SCHEDULE

5 YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR POTABLE WATER

Table A.1 Potable Water								
Project	FY 25	FY 26	FY 27	FY 28	FY 29	Total Cost	Funding Source	Growth/ Maintain Existing LOS
Mourning Dove WTP Improvements	\$4,276,000	\$250,000	\$1,162,000	\$2,455,000	\$1,612,000	\$9,755,000	Rates	M
Water Distribution Improvements	\$463,500	\$2,059,000	\$2,815,000	\$4,288,000	\$8,625,000	\$18,250,500	Rates/Taps	M
Wellfield Improvements	\$131,000	\$1,274,000	\$1,747,000	\$2,029,000	\$1,591,000	\$6,772,000	Rates	M
Total	\$4,870,500	\$3,583,000	\$5,724,000	\$8,772,000	\$11,828,000	\$34,777,500		
Rates = Revenue from water supply rates; Taps = Fees collected for connection to the water system								

Growth = G

Maintain LOS = M

5 YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR SANITARY SEWER

Table A.2 Sanitary Sewer								
Project	FY 25	FY 26	FY 27	FY 28	FY 29	Total Cost	Funding Source	Growth/ Maintain Existing LOS
Septic to Sewer	\$1,425,000	\$4,847,000	\$4,669,000	\$3,380,000	\$1,990,000	\$16,311,000	Grant/Rates	G
Blue Heron WWTP Improvements	\$1,859,000	\$250,000	\$250,000	\$297,000	\$250,000	\$2,906,000	Rates	M
Lift Station Improvements	\$5,557,000	\$3,588,000	\$0	\$0	\$0	\$9,145,000	Rates	M
Osprey WWTP Improvements	\$1,668,000	\$857,000	\$398,000	\$407,000	\$415,000	\$3,745,000	Rates	M
Reuse System Improvements	\$324,000	\$890,000	\$2815,000	\$1,050,000	\$1,998,000	\$7,077,000	Rates	M
Sewer System Improvements	\$854,000	\$1,972,000	\$2,649,000	\$3,808,000	\$4,685,000	\$13,968,000	Rates/Taps/ CRA	M
CRA Utilities Infrastructure	\$20,000	\$50,000	\$80,000	\$70,000	\$80,000	\$300,000	CRA	M
Total	\$11,707,000	\$12,454,000	\$10,861,000	\$9,012,000	\$9,418,000	\$53,452,000		

Growth = G
 Maintain LOS = M

5 YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR PUBLIC PARKS AND OPEN SPACE

Table A.3 Public Parks and Open Space								
Project	FY 25	FY 26	FY 27	FY 28	FY 29	Total Cost	Funding Source	Growth/ Maintain Existing LOS
Chain of Lakes Softball Field Drainage	\$30,000	\$0	\$0	\$0	\$0	\$30,000	County	M
Blanton Park Renovations	\$296,225	\$0	\$0	\$0	\$0	\$296,225	County	M
Fox Lake Park Boat Ramp Dock Replacement	\$450,000	\$0	\$0	\$0	\$0	\$450,000	County	M
Riverfront Park Improvement	\$84,000	\$168,000	\$1,763,000	\$0	\$0	\$2,015,000	General Fund	G
Isaac Campbell Sr., Park Renovations	\$130,000	\$0	\$0	\$0	\$0	\$130,000	County	M
Marina Park Skate Park Lighting	\$25,000	\$0	\$0	\$0	\$0	\$25,000	County	M
Parrish Park Jet Ski Launch	\$50,000	\$0	\$0	\$0	\$0	\$50,000	County	G
Wuesthoff Park Improvements	\$376,661	\$0	\$0	\$0	\$0	\$376,661	County	M
Parrish Park Trailhead	\$2,835,499	\$0	\$0	\$0	\$0	\$2,835,499	County	G
Harry T Moore Renovation	\$99,000	\$1,117,000	\$181,000	\$185,000	\$189,000	\$1,771,000	General Fund	M
Sand Point Park Pavillion Replacement	\$731,689	\$0	\$0	\$0	\$0	\$731,689	County	M
Sand Point Park Maintenance Shed	\$42,620	\$0	\$0	\$0	\$0	\$42,620	County	G
Singleton Tennis Court Facility Upgrades	\$807,718	\$0	\$0	\$0	\$0	\$807,718	County	M

5 YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR PUBLIC PARKS AND OPEN SPACE

Table A.3 Public Parks and Open Space								
Project	FY 25	FY 26	FY 27	FY 28	FY 29	Total Cost	Funding Source	Growth/ Maintain Existing LOS
Parrish Park Restroom Foundation Repairs	\$110,000	\$0	\$0	\$0	\$0	\$110,000	County	M
Titusville Veteran's Memorial Fishing Pier Electrical Repairs	\$140,000	\$0	\$0	\$0	\$0	\$140,000	County	M
Wuesthoff Park Improvements	\$376,661	\$0	\$0	\$0	\$0	\$376,661	County	M
Total	\$6,585,073	\$1,285,000	\$1,944,000	\$185,000	\$189,000	\$10,188,073		
City parks are maintained by the Brevard County Parks Department. The proposed Brevard County Capital Improvements Program includes several concurrency related maintenance improvements to parks within the City of Titusville for FY 2025 through FY 2029.								

5 YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR ROADS AND STREETS

Table A.4 Roads, Streets, and Sidewalks								
Project	FY 25	FY 26	FY 27	FY 28	FY 29	Total Cost	Funding Source	Growth/ Maintain Existing LOS
Annual Road Resurfacing	\$1,512,000	\$1,618,000	\$1,732,000	\$1,853,000	\$1,982,000	\$0	General Fund	M
Annual Sidewalk Infill	\$155,000	\$160,000	\$165,000	\$170,000	\$182,000	\$832,000	General Fund	M
Annual Sidewalk Repair	\$221,000	\$143,000	\$153,000	\$163,000	\$175,000	\$0	General Fund	M
Asphalt Roadway Reconstruction	\$497,000	\$0	\$0	\$0	\$0	\$497,000	General Fund	M
Bi-Annual PCI Review	\$111,000	\$0	\$0	\$0	\$0	\$111,000	General Fund	M
Concrete Roadway Reconstruction	\$233,000	\$0	\$0	\$0	\$0	\$233,000	General Fund	M
Gateway Landscape Improvements	\$121,000	\$1,240,000	\$0	\$0	\$0	\$1,361,000	General Fund	M
Harrison Street Reconstruction	\$379,000	\$2,461,000	\$0	\$0	\$0	\$2,840,000	General Fund	M
Mobility Plan Projects	\$490,000	\$2,614,000	\$1,244,000	\$0	\$0	\$4,348,000	General Fund	M
Park Ave Turn Lane	\$56,000	\$383,000	\$0	\$0	\$0	\$439,000	General Fund	M
Resurfacing I-95/SR9 from South of SR-50 to SR-46	\$0	\$31,934,055	\$0	\$0	\$0	\$31,934,055	Federal Funding	M
CRA New Sidewalks	\$137,127	\$150,000	\$0	\$0	\$0	\$287,127	CRA	G
Resurfacing from SR50 to E. of SR5 (US1) & SR50 @ I-95 Interchange	\$12,705,754	\$0	\$0	\$0	\$0	\$12,705,754	State Funding	M
Resurfacing SR-406 from I-95 to Forrell Ave	\$0	\$4,768,620	\$0	\$0	\$0	\$4,768,620	State Funding	M
SR5 (US1) from Railroad Bridge to Grace St	\$3,012,761	\$0	\$0	\$0	\$0	\$3,012,761	State Funding	M
Traffic Calming Program	\$56,000	\$60,000	\$64,000	\$69,000	\$73,000	\$322,000	General Fund	M

5 YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR ROADS AND STREETS

Table A.4 Roads, Streets, and Sidewalks								
Project	FY 25	FY 26	FY 27	FY 28	FY 29	Total Cost	Funding Source	Growth/ Maintain Existing LOS
Traffic Safety Improvements	\$56,000	\$60,000	\$64,000	\$69,000	\$73,000	\$322,000	General Fund	M
Traffic Signal Improvements	\$109,000	\$240,000	\$257,000	\$275,000	\$295,000	\$1,176,000	General Fund	M
Underdrain Improvements	\$234,000	\$250,000	\$268,000	\$286,000	\$307,000	\$1,345,000	General Fund	M
Whiteway Expansion	\$135,000	\$4,374,000	\$2,856,000	\$0	\$0	\$7,365,000	General Fund	M
Whiteway System Improvements	\$52,000	\$0	\$0	\$0	\$0	\$52,000	General Fund	M
Total	\$20,272,642	\$50,455,675	\$6,803,000	\$2,885,000	\$3,087,000	\$73,951,317		
General Fund= City of Titusville General Fund								

Growth = G
 Maintain LOS = M

5 YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR STORMWATER

Table A.5 Stormwater								
Project	FY 25	FY 26	FY 27	FY 28	FY 29	Total Cost	Funding Source	Growth/ Maintain Existing LOS
Max Brewer Causeway Hurricane Storm Damage Reduction	\$77,410	\$0	\$0	\$0	\$0	\$77,410	County	M
Titusville Causeway shoreline stabilization	\$3,356,192	\$0	\$0	\$0	\$0	\$3,356,192	County	M
Stormwater Infrastructure (CRA)	\$0	\$50,000	\$80,000	\$70,000	\$80,000	\$280,000	CRA Fund	M
Backhoe (replacement)	\$150,000	\$0	\$0	\$0	\$0	\$150,000	SW Utility	M
Backhoe	\$200,000	\$0	\$0	\$0	\$0	\$200,000	SW Utility	M
Three (3) Pickups (replacement)	\$96,000	\$0	\$0	\$0	\$0	\$96,000	SW Utility	M
Two (2) Zero-Turn Mowers	\$40,000	\$0	\$0	\$0	\$0	\$40,000	SW Utility	M
Tree Boxes	\$895,000	\$0	\$0	\$0	\$0	\$895,000	Grant	M
Hollow Glen Baffle Box	\$568,000	\$0	\$0	\$0	\$0	\$568,000	Grant	M
Hamilton Avenue Baffle Box	\$360,000	\$0	\$0	\$0	\$0	\$360,000	Grant	M
Water Quality Projects	\$75,000	\$100,000	\$125,000	\$150,000	\$175,000	\$625,000	SW Utility	M
Titusville Causeway Beach Restoration	\$300,000	\$0	\$0	\$0	\$0	\$300,000	County	M
Maintenance Projects	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$1,500,000	SW Utility	M
Total	\$6,417,602	\$450,000	\$505,000	\$520,000	\$555,000	\$8,447,602		

SW Utility= City of Titusville revenue from the stormwater utility								
--------------------------------------------------------------------------	--	--	--	--	--	--	--	--

Growth = G

Maintain LOS = M

BMAP = Basin Management Action Plan

5 YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR SOLID WASTE

Table A.6 Solid Waste								
Project	FY 25	FY 26	FY 27	FY 28	FY 29	Total Cost	Funding Source	Growth/ Maintain Existing LOS
Automated Sideloader (replacement)	\$393,000	\$0	\$0	\$0	\$0	\$393,000	Solid Waste	M
Front End Loader (replacement)	\$356,000	\$0	\$0	\$0	\$0	\$356,000	Solid Waste	M
Rearloader (replacement)	\$189,500	\$0	\$0	\$0	\$0	\$189,500	Solid Waste	M
Non-CDL Automated Sideloader	\$266,500	\$0	\$0	\$0	\$0	\$266,500	Solid Waste	G
Total	\$1,205,000	\$0	\$0	\$0	\$0	\$1,205,000	Solid Waste	
General Fund= City of Titusville General Fund								

Growth = G

Maintain LOS = M



City of Titusville

Community Development Department Staff Report

1 **Annual Update to the Capital Improvements Element 2025-2029 and Concurrency**
2 **Management Report**

3
4 **Meeting Dates:** *City Council First Reading* November 26, 2024
5 *Planning and Zoning Commission* December 4, 2024
6 *City Council Public Hearing* December 10, 2024

7
8 **Prepared By:** Eddy Galindo, AICP, Principal Planner
9

10 **Staff Recommendation:** Staff recommends approval of the Annual Update to the City
11 of Titusville Five Year Schedule of Capital Improvements for
12 the years 2025-2029 of the Capital Improvements Element of
13 the Comprehensive Plan.
14

15
16 **1. Background Information**

17 Each year, the City amends the Titusville Comprehensive Plan Capital Improvements
18 Element (CIE) Tables A.1 through A.6, the 5-Year Schedule of Capital Improvements to
19 include projects needed to maintain the City’s adopted level of service standards for
20 various public facilities. This amendment must be consistent with the City’s Capital
21 Improvement Program (CIP), the Brevard County’s Capital Improvement Program, the
22 Florida Department of Transportation’s Five-Year Work Program, and the Space Coast
23 Transportation Planning Organization’s Five-Year Transportation Improvement Program
24 (TIP). The City is also required to adopt the Brevard Public School’s 5-Year Facilities
25 Work Plan.

26 **2. Capital Improvement Element (CIE)**

27 All local governments are required to include a Capital Improvements Element (CIE) in
28 the Comprehensive Plan that considers the need for and location of public facilities and
29 provides for future growth. Florida Statute Section 163.3177 states the CIE shall include
30 “a component that outlines principles for construction, extension, or increase in capacity
31 of public facilities, as well as a component that outlines principles for correcting existing
32 public facility deficiencies, which are necessary to implement the comprehensive plan.”
33 The planning period for this element is five years.

34 **3. Capital Improvement Program (CIP)**

35 The Capital Improvement Program (CIP) is the vehicle that links municipal capital
36 expenditures with adopted public policy. The CIP includes all City-funded projects listed
37 in the CIE as well as other capital projects to be funded by other agencies. The CIP is
38 adopted by City Council with the adoption of the annual operating and capital budget.

1 **4. Concurrency Management**

2 Section 30-413 of the City’s Land Development Regulations states “*At least once per year*
3 *during the initiation of the Capital Improvement Program/Budget Process, a concurrency*
4 *management report will be drafted by the Administrator and forwarded to the Planning*
5 *and Zoning Commission (acting as the Local Planning Agency) and the City Council. The*
6 *report will serve as a summary of the current status of the concurrency management*
7 *system and the Capital Improvement Program, and provide for recommendations from*
8 *the LPA and policy direction from the City Council.*”

9 The City maintains level of service (LOS) standards for several concurrency related
10 facilities. The information below provides a summary of these facilities as they relate to
11 the provision of services and concurrency related level of service standards. Level of
12 service standards are measures of the minimum amount of a public facility, necessary to
meet the City's growth needs.

13 **CONCURRENCY RELATED FACILITIES:**

- 14 • Transportation (Streets),
- 15 • Potable water,
- 16 • Sanitary sewer,
- 17 • Solid waste,
- 18 • Stormwater,
- 19 • Parks, and
- 20 • Schools.

21 **5. Findings**

22 *The proposed 5-Year Schedule of Capital Improvements Tables A.1-A.6 are consistent*
23 *with the Goals, Objectives and Policies of the Capital Improvement Element (CIE)*

24 This update includes the updated 5 Year Schedule of Capital Improvements for Potable
25 Water, Sanitary Sewer, Public Parks, Transportation, Stormwater, and Solid Waste. The
26 ordinance will also adopt by reference the School District’s CIP.

27 **6. Comprehensive Plan Analysis**

28 Section 163.3177(3)(b), Florida Statutes, provides that the CIE “must be reviewed by the
29 local government on an annual basis.” The process of updating the 5-year capital
30 improvement schedule can be accomplished by ordinance and not be deemed to be an
31 amendment to the local comprehensive plan.

32 The City’s **Resiliency Study** will be updated in 2025. The community Development
33 Department submitted a grant to the Florida Department of Environmental Protection
34 (FDEP) on August 31, 2023, requesting funding for an updated Vulnerability Assessment
35 (VA) to be consistent with new NOAA requirements per Section 380.093 of the Florida
36 Statutes. The funding will be used to re-evaluate the vulnerability of critical facilities and
37 include a long-term list of strategies and capital projects to address sea level rise.

38 The City continues to implement projects related to the North Basin Management Action
39 Plan (BMAP). Several **water quality projects** are currently under construction or in
40 various planning stages with funding from the American Rescue Plan Act (ARPA), State

1 grants and the Brevard Save Our Indian River Lagoon (SOIRL) half cent sales surtax.
2 The City’s consultant, Geosyntec completed a water quality study with recommendations
3 for additional projects the City can undertake. According to the FDEP, the City is
4 reporting reductions that exceed the BMAP requirement for 2025 and is nearing the 2030
5 requirement for both Total Nitrogen (TN) and Total Phosphorus (TP).

6 During the 2023 legislative session, the Florida Legislature passed **House Bill 1379**
7 **[Laws of Florida Chapter No. 2023-169]**. The law aims to strengthen BMAPs, enhance
8 Indian River Lagoon (IRL) protections, expand and improve water quality protections,
9 expands the wastewater grant program, improve long-term comprehensive planning, and
10 expedites state land conservation efforts. It requires the City to amend the comprehensive
11 plan with a 5-year list of projects necessary to achieve the pollutant load reductions as
12 established in the BMAP [Sec. 163.3177(3)(a), Fla. Stat.]. Several water quality line
13 items are included in the 5-year schedule of capital projects.

14 **House Bill 1379 [Laws of Florida Chapter No. 2023-169]** describes areas where
15 enhanced nutrient-reducing onsite sewage treatment and disposal systems (ENR-
16 OSTDS) are now required instead of conventional septic systems. Property owners in
17 specific regions of the state, including the Indian River Lagoon basin, may be required to
18 apply for a new septic system (OSTDS) permit. Specifically, people applying for a new
19 system construction permit for an OSTDS (aka “septic system”) on a lot of one acre or
20 less and within an “impacted area” will not be allowed to install a conventional septic
21 system (septic tank and drainfield). Instead, they must install a special system referred to
22 as an enhanced nutrient-reducing onsite sewage treatment and disposal system (ENR-
23 OSTDS). The Bill also created new funding programs, including grants and loans for
24 connecting OSTDSs to sewerage systems and a wastewater grant program. The Public
25 Works Department is evaluating the impact to the City and the resources available
26 through the new funding programs.

27 The City’s **Low Impact Development** (LID) ordinance (2021) encourages developers to
28 include best management practices (BMP) into their site plans. LID is a
29 comprehensive land planning and engineering design approach that reduces runoff
30 and utilizes infiltration techniques before runoff reaches a stormwater facility. To date,
31 the City has approved approximately 19 BMPs with few operations and maintenance
32 (O&M) agreements.

25 **6.1. TRANSPORTATION LOS**

26 Policy 1.1.1 of the Transportation Element of the Comprehensive Plan requires a
27 level of service “E” for arterial and collector roadways, and a level of service “D”
28 for all roadways on the Florida Intra-State Highway System. Section 10.2.1 of the
29 Concurrency Technical Manual establishes a level of service C for I-95. There are
30 no immediate roadway level of service issues within the City during the 5-year CIE
31 program horizon with the potential exception of a segment of State Road 405
32 (South Street) between State Road 50 (Cheney Highway) and Park Avenue. This
33 segment could delay potential annexation requests in the area. The widening of
34 the State Road 405 segment from State Road 50 to Rock Pit Road to 4-lanes is
35 identified in the Space Coast Transportation Planning Organization’s (SCTPO)
36 2045 Long Range Transportation Plan (LRTP) with an estimated construction time

1 period of 2041-2045. The City is currently working with the TPO to advance the
 2 schedule as part of the next update to the LRTP.

3 In 2019, the City adopted a **Multimodal (Bicycle and Pedestrian) Master Plan** to
 identify opportunities for new trail, bicycle and pedestrian improvements. The
 Public Works Department is currently paving several key sidewalks identified in
 the plan. However, on-street bicycle lanes and off-street trails have not been
 implemented due to lack of funding.

4 **6.2. POTABLE WATER AND SANITARY SEWER**

5 In 2023, the City adopted a Water Supply Facilities Work Plan 2020-2040 and
 6 amended the comprehensive plan (CPA#1-2023, Ord. No. 44-2023) consistent
 with Section 163.3177(6)(c)4 of the Florida Statutes. Future water demand was
 forecast based on total service area population projections. These projections are
 based on the City’s Population and Water Demand Growth 2022-2042 (Scenario
 2) described in the plan. The new level of service standard used by the City in
 the calculation is 81 gallons/per capita/day. By 2040, the average daily demand is
 projected to increase from 4.965 million gallons/day (MGD) to 6.459 MGD.
 Based on current (Area II/III/IV and Cocoa) resources there is sufficient system
 capacity for the future water demands through the year 2035. Additional capacity
 improvements may need to be planned to accommodate the subsequent 5-year
 horizon through the year 2040 to increase the permitted capacity. These may
 include constructing additional wells permitted as part of the City’s approved
 Consumptive Use Permit and master utility planning for new developments such
 as the Antigua Bay and the Verona (Willow Creek) projects.

7 According to the Bureau of Economic and Business Research (BEBR) the 2024
 8 population is 50,547. If current trends continue, the City’s population could reach
 9 56,000+ by the end of the Comprehensive Plan’s 10-Year planning horizon in the
 10 year 2028. According to the City’s 2023 Water Supply Facilities 10-Year Work
 11 Plan, the estimated population within in the Utility Service Area (USA) could reach
 12 70,000+ by 2032. Capital improvements may be necessary to increase
 13 transmission capabilities with some treatment plant expansion as development
 14 occurs.

Population	Estimate
BEBR (April 1, 2024)	50,547
BEBR (April 1, 2023)	49,892
BEBR (April 1, 2022)	49,423

15 **6.2.1. Utility Service Area**

16 The Utility Service Area (USA) is bordered by the Indian River Lagoon to
 17 the east, the St. Johns River to the west, and from Parrish Road in the north
 18 to Kings Highway in the south area of the City. The City policy is to require
 19 the completion of a utility service agreement with an annexation provision
 20 with each new request for utilities for projects located outside of the City
 21 boundaries. The City should update its annexation strategy for the
 22 estimated demand on water and sewer services in the Utility Service Area
 23 as annexation occurs.

24 **6.2.2. Potable Water LOS**

25 Policy 1.5.1 of the Capital Improvements Element of the Comprehensive
Plan requires the following level of service standards: Average Water
Consumption Rate of 81gallons/capita/day, Softening & filtration 16 Million
Gallons per Day,

1 Pumping capacity 16 MGD and Storage capacity 3.0 MGD at the Mourning
2 Dove facility with an additional 3.5 MGD at the Armstrong booster facility.
3 The Public Works Department maintains these levels of service standards
4 through regular maintenance and coordination with the Water Management
5 District.

6 Current water reservation capacity is 6.010 MGD. The current demand on
the water system is 4.531 MGD. Future commitments based upon approved
development total 0.789 MGD leaving approximately 0.690 MGD of excess
capacity. For purposes of the 5-Year CIE, level of service is met for
potable water as current demand and future commitments do not
exceed the available water capacity of the City within the planning period.

7 **6.2.3. Area of Critical Concern (ACC)**

8 Recharge areas for potable water are located in the City's Areas of Critical
9 Concern (ACC). The City's Land Development Regulations (LDRs)
10 establish impervious surface, topography alteration and other development
11 standards to protect the City's water supply. Industrial uses and hazardous
12 materials are also controlled by the City's LDRs. Uses involving the
13 production and disposal of hazardous or toxic substances or materials are
14 prohibited within the ACC.

15 **6.2.4. Sanitary Sewer LOS**

16 Policy 1.5.1 of the Capital Improvements Element of the Comprehensive
17 Plan establishes a level of service of 81 gallons/capita/day. Current
18 wastewater capacity is 6.750 MGD. The current average demand on the
19 wastewater system is 5.431 MGD. Future commitments based upon
20 properties currently being developed total 0.592 MGD. This leaves a
21 remainder of approximately 0.727 MGD of excess capacity. Level of service
22 is met for sanitary sewer as our current demand and future commitments
23 do not exceed the available sanitary sewer capacity of the City.

24 **6.2.5. Reclaimed Water**

25 Reclaimed lines are located in limited areas. The extension of reclaimed
26 lines may be utilized if feasible and capacity is available to alleviate the
27 water demand for landscaping or commercial uses as development occurs.
28 In 2022, the Reclaimed Water Master Plan was completed. The plan
29 identified opportunities for future connection, benefits to the surficial aquifer,
30 projections for supply and consumption, and the abandonment of existing
31 private wells. The Public Works department is working on design of

1 additional storage at the Blue Heron wastewater plant before consideration
2 of expanding reclaim lines to additional customers.

3 **6.3. PARKS LOS**

4 Policy 1.5.1 of the Capital Improvements Element of the Comprehensive Plan
5 states the level of service for parks is 8 acres per 1,000 population. The City is
6 required to provide approximately 400 acres of parks. Currently there are
7 approximately 567 acres of parks within the City. There is no level of service issue
8 within the City during the CIE planning horizon.

9 **6.4. STORMWATER LOS**

10 Policy 1.5.1 of the Capital Improvements Element of the Comprehensive Plan
11 requires the following design storm level of service standards.

For site over ½ acre – 25-year frequency, 24- hour duration
For sites under ½ acre – minimum retention

12 The level of service standard is being met for stormwater with each new
13 development and redevelopment proposal. According to the City’s Land
14 Development Regulations, a stormwater management plan should at a minimum be
designed for a 25-year 24-hour storm event [Section 7.4.1.1 Stormwater
Management Design Criteria Technical Manual].

15 **6.5. SOLID WASTE LOS**

16 Policy 1.5.1 of the Capital Improvements Element of the Comprehensive Plan
17 requires a level of service of 8.3 pounds/capita/day for solid waste. In order to
18 maintain the level of service standard the City will replace three vehicles (an automated
sideloader, a front end loader, and a rearloader) and purchase a new Non-CDL
automated sideloader. The City does not have city-owned or operated solid
waste facilities. The City coordinates with Brevard County in the collection,
transfer and disposal of solid waste and recycle materials [Infrastructure
Element Objective 2.6 and Intergovernmental Coordination Element Policy
1.2.11].

19 **6.6. SCHOOLS LOS**

20 The CIE ordinance adopts by reference the School District’s CIP. In 2014, the City
adopted the Interlocal Agreement for Public School Facility Planning and School
Concurrency to coordinate with the district on efforts to manage student school
Capacity. The proposed CIE Ordinance will adopt by reference the most recently
adopted School district 5-year work program.

1 **7. Summary**

2 Based on this review, staff has determined that the projects and timing of proposed
3 projects in the 2025-2029 CIE will maintain adopted LOS standards. Therefore, the
4 proposed CIE is consistent with the adopted Comprehensive Plan.

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the City Council
From: Richard Broome, City Attorney
Subject: **Ordinance No. 49-2024, Granting a Franchise to Pivotal Utility Holdings Inc. db/a Florida City Gas**
Department/Office: City Attorney

Recommended Action:

Conduct the first reading of Ordinance No. 49-2024 - An Ordinance of the City of Titusville, Florida, granting a non-exclusive franchise to Pivotal Utility Holdings Inc. d/b/a Florida City Gas to permit the construction, maintenance, and operation of natural gas facilities within the City. (The public hearing is scheduled for the regular City Council meeting on December 10, 2024 at 6:30 p.m.)

Summary Explanation & Background:

The City of Titusville previously adopted Ordinance No. 4-1993, that granted a franchise to City Gas Company of Florida, a division of Florida City Gas and predecessor, Elizabethtown Gas Company, for 30 years. The term of that Franchise Ordinance has expired and the City has negotiated a succession Franchise Ordinance for Council's consideration. The proposed Franchise Ordinance will provide a franchise to Pivotal Utility Holdings, Inc. d/b/a Florida City Gas, a public utility, to permit the construction, maintenance, and operation of natural gas facilities within the City. This franchise agreement provides for the payment of fees to the City in the amount of 6% of the Franchisee's gross revenues, in exchange for the right and privilege of supplying natural gas and other services within the City free from competition from the City pursuant to the terms and conditions set forth in the Ordinance.

Alternatives:

Do not conduct first reading.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. FCG Titusville Gas Franchise
2. business-impact-estimate_gas franchise ordinance

ORDINANCE NO. -2024

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, GRANTING TO PIVOTAL UTILITY HOLDINGS, INC. D/B/A FLORIDA CITY GAS, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE GAS FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENT OF A FRANCHISE FEE TO THE CITY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Titusville (“City”) desires to grant a non-exclusive franchise to permit the construction, maintenance and operation of natural gas facilities within the City; and

WHEREAS, the provision of such service requires substantial investments of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and the City does not desire to undertake to provide such services; and

WHEREAS, Pivotal Utility Holdings, Inc. d/b/a Florida City Gas (“FCG”) is a public utility which has the demonstrated ability to supply such services; and

WHEREAS, the City adopted Ordinance number 4-1993, effective January 26, 1993, that granted a franchise to City Gas Company of Florida, a division of FCG’s predecessor, Elizabethtown Gas Company, for 30 years, from the date of acceptance of the Ordinance by City Gas which was on April 28, 1993; and

WHEREAS, the City finds it in the public interest to ensure that all areas within its limits are adequately provided with high-quality gas service; and

WHEREAS, the City finds it in the public interest to retain control over the use of public rights of way by providers of gas to ensure against interference with the public

convenience, to promote aesthetic considerations, to promote planned and efficient use of limited right of way space, and to protect the public investment in right of way property; and

WHEREAS, FCG and the City desire to enter into a franchise agreement providing for the payment of fees to the City in exchange for the nonexclusive right and privilege of supplying natural gas and other services within the City free from competition from the City, pursuant to certain terms and conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA, AS FOLLOWS:

Section 1. Incorporation of Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Definitions.

(a) “City” shall mean City of Titusville, a political subdivision of the State of Florida.

(b) “Customers” shall mean all residences, businesses, governmental entities and industrial establishments located within the City purchasing natural gas from Franchisee.

(c) “FPSC” shall mean the Florida Public Service Commission or its successor agency or agencies.

(d) “Franchise” shall mean this Agreement and the rights granted to Franchisee hereunder.

(e) “Franchise Fee” shall mean the fees described in Section 11 of this agreement.

(f) “Franchisee” shall mean Pivotal Utility Holdings, Inc., a New Jersey corporation d/b/a Florida City Gas, and its successors and approved assigns.

(g) “Gas System Facilities” or “Facilities” shall mean and include, but not be limited to, gas mains, pipes, supply pipes, conduits, ducts, service connections, manholes, regulators, drip pots, control devices and any other hardware or other appurtenances used as a means of conveying, distributing or selling natural gas for the purpose of supplying natural gas to the meter of the Customer, constructed both prior to and during the term of this Agreement.

(h) “Gross Revenues” shall mean all revenues received by Franchisee from any customer from the sale, transportation, distribution or delivery of gas.

(i) “Natural Gas” shall mean natural gas in a gaseous state unmixed or a mixture of natural and artificial gas, whether manufactured, “landfill” or otherwise.

(j) “Uncollectible Accounts” shall mean any account where the customer is unwilling or unable to pay.

Section 3. Franchise.

The City hereby grants to the Franchisee, and the Franchisee hereby accepts, the non-exclusive right, privilege and franchise, for the period of thirty (30) years from the effective date hereof, to construct, maintain and operate only Gas System Facilities in, under, upon, over and across the present and future streets, alleys, bridges, easements and other public rights-of-way within the City. The Franchisee shall construct, maintain and operate Gas System Facilities in accordance with established industry practices, and applicable federal, state and local law, including the orders, rules and regulations of the FPSC or any other regulatory body having jurisdiction over the Franchisee and, to the extent permitted by law, the City’s installation, maintenance and operation standards in respect of natural gas.

The City acknowledges that the rates, fees, and charges that Franchisee charges its Customers are determined by the FPSC.

This grant of authority to Franchisee is strictly limited to the provision of natural gas service only. It is explicitly recognized that this Franchise does not limit the Franchisee’s ability to operate a liquefied petroleum (commonly referred to as LP gas, bottled gas, or propane) business within the City, similar to any other liquefied petroleum business, nor does it limit the City’s ability to assess a franchise fee upon the liquefied petroleum business within the limits permitted under Florida law.

Limits of Franchise.

This franchise covers the following geographical area: the City limits of the City of Titusville, Florida, as they may change from time to time.

Section 4. Annexation or Contraction.

Franchisee agrees that the geographical limits of the franchise area are subject to expansion or reduction by annexation and that the Franchisee has no vested right in the franchise area, and that this franchise is awarded subject to the provisions of general or special laws of Florida now enacted or hereinafter enacted. The portion of Franchisee’s Facilities that may be located within such annexed territory and upon such streets, alleys or public grounds shall be subject to all the terms of this Franchise Agreement.

Section 5. Use and Maintenance of Public Rights-of-Way.

Franchisee's Gas System Facilities shall be located or relocated and so constructed as not to interfere with, including but not limited to, sanitary sewers, drainage systems, water pipes, electrical conduits, communication cables or other public utility service facilities, existing at the time of such location, relocation or construction. The Franchisee's Facilities shall not obstruct or interfere with the public uses of streets, roads, highways or alleys, or create any conditions which are or may become dangerous to the traveling public. Franchisee shall attempt to minimize above grade facilities, and such facilities shall be installed near the outer boundaries of the public rights-of-way when appropriate. The location or relocation of all Facilities shall be made after Franchisee has received all applicable permits, approvals and permissions from the City and such other governmental entities as may be necessary, and the location(s) or relocation(s) shall be subject to the City's approval. In consideration for the Franchise Fee paid under this Agreement, the Franchisee will not be assessed any permit fees associated with the installation, construction, repair or maintenance of any Gas System Facilities within the public rights-of-way. In the event that Franchisee is acting in its proprietary function as a retail provider of gas equipment or appliances, Franchisee shall seek the appropriate permits from the City. Franchisee shall cooperate with the City at all times by providing timely and complete information regarding the location of its Facilities. Franchisee and City shall cooperate and coordinate their efforts to make the most efficient and economical use of the public rights-of-way and the Gas System Facilities.

If any street, highway or avenue is to be paved by the City, the City shall give written notice to the Franchisee not less than ninety (90) days prior to the commencement of paving. Provided the Franchisee does not already have a main in the street, highway or avenue to provide natural gas service to the surrounding houses and other structures, Franchisee shall survey the surrounding houses and other structures to determine whether, in its sole discretion, construction of Gas System Facilities in the street, highway or avenue in question is economically feasible. Where such construction is determined to be economically feasible, the Franchisee shall construct such Gas System Facilities in the street, highway, or avenue in question prior to paving by the City. However, in the event the Franchisee believes that such construction may not be completed prior to City's planned paving schedule, the Parties will attempt to negotiate a revised paving schedule satisfactory to both Parties; provided, however, that if a delay in paving will cause additional expense to the City, in any way impact the City's ability to pave as budgeted/funded, or cause demonstrable inconvenience to the residents of the City, the City may proceed with its original paving schedule.

The Franchisee shall, at its own expense, replace, repair and restore in a timely manner any sidewalk, street, alley, pavement, water, sewer or other utility line or appurtenance, soil, landscaping, dirt or other improvement, property or structure of any nature, that may be damaged or displaced by the Franchisee in the conduct of its operations, and shall, at a minimum, restore all property to a condition equivalent to the condition immediately prior to the work and/or changes made by the Franchisee. All repairs or replacements as described must comply with all applicable City and state regulations and permitting requirements, with written notice to the City. Franchisee shall

take safety precautions to alert the public of work, which may include, but is not limited to, the use of barricades and signs.

The City may require the relocation of any of the Franchisee's Facilities installed before or after the effective date hereof in public rights-of-way in the event of widening, reconfiguration, repair or reconstruction of any street, road, alley or other right-of-way in the city, where necessary to complete such work, at no cost to the City.

Section 7. Insurance.

At all times during the term of this Franchise, Franchisee shall file with the City and shall keep in full force and effect at all times during the effective period hereof, insurance certificates evidencing a liability insurance policy or policies as required herein, which shall provide for the protection and indemnification of the City with respect to any and all legally valid claims of any persons suffering injury, loss or damage to person or property by reason of the construction, repair, replacement, maintenance, or operation of a natural gas distribution system within the limits of this franchise.

The Franchisee shall, on a primary basis and at its sole expense, maintain in full force and effect at all times during the exercise of this Franchise, insurance coverage, limits, including endorsements, as described herein, which shall provide for the protection and indemnification of the City with respect to any and all legally valid claims of any persons suffering injury, loss or damage to person or property by reason of the construction, repair, replacement, maintenance, or operation of a natural gas distribution system within the limits of this franchise. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Franchisee are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Franchisee under this Agreement.

- (1) Workers Compensation Insurance & Employer's Liability: The Franchisee shall maintain Worker's Compensation Insurance Employers' Liability in accordance with Section 440, Florida Statutes. Should scope of work performed by Franchisee qualify its employees for benefits under Federal Workers' Compensation Statute (example, U. S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
- (2) Commercial General Liability Insurance: The Franchisee shall maintain Commercial General Liability or similar insurance coverage issued under an Occurrence or claims made form. If policy is on a claims made basis, Franchisee will agree to provide a 90 day extended reporting period. If policy is cancelled or non-renewed, or changed to an Occurrence form, Franchisee will agree to purchase an extended reporting period for a minimum of three (3) years. Commercial General Liability Insurance shall include Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$2,000,000
Personal/advertising injury	\$2,000,000
Products/completed operations aggregate	\$4,000,000
General aggregate	\$4,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$100,000 any 1 person
Excess Liability	\$5,000,000

- (3) Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by this Agreement has been endorsed to include the "City of Titusville, a municipality of the State of Florida, its officers, agents and employees" as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The Policy shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance.

- (4) Automobile Liability Insurance: The Franchisee shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 each accident covering any auto, owned, non-owned and hired automobiles. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.
- (5) Pollution Insurance: The Franchisee shall provide Pollution Liability insurance to cover damages to water, air, soil, vegetation, City property, and all persons due to the construction, maintenance, and operation of natural gas facilities within the City as described in this Agreement, and in the scope of their business operations, in limits not less than \$1,000,000 each occurrence. The City shall be listed as additional insured on said policies.
- (6) Waiver of Subrogation: The Franchisee hereby agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement, then Franchisee shall notify the insurer and request that the policy be endorsed with a Waiver of Transfer of

Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Franchisee enter into such an Agreement on a pre-loss basis.

- (7) Deductibles: All deductible amounts shall be paid for and be the responsibility of the Franchisee for any and all claims under this Agreement.

It shall be the responsibility of the Franchisee to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced above.

In the event that any claim or suit is filed or action brought against the City, either severally or jointly with the Franchisee, by any person or corporation seeking to recover damages resulting from or attributable to the operations or to the existence of the Franchisee under this franchise or within City's geographical jurisdiction, or arising in any manner whatsoever out of the operations or existence of the Franchisee within the City's geographical jurisdiction, whether due to the Franchisee's negligence or otherwise, the Franchisee shall, upon written notice by the City defend said claim, suit or action and, in the event any judgment therein should be rendered against the City, the Franchisee shall promptly pay the sum together with all costs, including all attorney's fees including appellate fees, resulting therefrom.

The Franchisee may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under any combination of captive coverage, self-insurance, Umbrella or Excess Liability coverage. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, "the City shall be endorsed as an "Additional Insured." All insurance carriers must have an AM Best rating of at least A:VII or better. In the event Franchisee elects to meet the insurance minimum using, in part or whole, any combination of self-insurance or captive insurance, the Franchisee shall provide the City with documentation attesting to its qualified status. To insure that the amount of liability insurance or self-insurance is consistent with industry standards, as such standards may change during the lengthy term of the Franchise (including renewals or extensions), the Parties agree to meet approximately every five years to evaluate whether the amount of liability insurance or self-insurance provided under this Agreement is consistent with then-existing industry standards. If the Parties determine in good faith that the amount of liability insurance or self-insurance is less than the then-existing industry standard, the amount of such insurance shall be increased to be consistent with such standard.

Section 8. Accidents or Damages; Emergencies.

The City shall not be liable or responsible in any manner whatsoever for any accident, personal injury, property damage or any claim or damage that may occur in the

course of the construction, operation or maintenance of any of its Facilities by Franchisee, and its employees, agents, contractors, and any third parties hired by Franchisee to perform any aspect of Franchisee's responsibilities under this Agreement, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" as set forth in Section 768.28, Florida Statutes.

Section 9. Non-Competition by City.

While this franchise is non-exclusive, the City specifically agrees that it shall not, during the term of this grant, or any extensions thereof, engage in the business of distributing and selling gas in competition with the Franchisee, its successors or assigns.

Section 10. Indemnification.

Franchisee shall indemnify, defend and hold harmless the City, its mayor and council members, officers, agents and employees from and against any and all claims, suits, actions, regulatory or administrative proceedings (including reasonable attorney's fees, including appeals), liabilities and expenses arising during the term of this Franchise and resulting in personal injury, loss of life or damage to property, or loss of use of any property or assets sustained by any person or entity (collectively "Claims") caused, in whole or in part, by or arising out of Franchisee's negligence, intentional torts, strict liability, or breach of applicable law in connection with the construction, operation or maintenance of its Gas System Facilities within the City, except to the extent such Claims are caused by or arise out of the negligence, strict liability, intentional torts, breach of applicable law or breach of this Agreement by the City. In regards to these Claims, the Franchisee agrees to pay the reasonable cost of the City's legal defenses, including fees of attorneys as may be selected by the City. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" as set forth in Section 768.28, Florida Statutes. The provision of this Section shall survive the termination of this Agreement.

Section 11. Franchise Fee.

Within sixty (60) days after the close of the first full billing month (payment for which shall include any prior partial month) following the effective date of this Franchise Agreement, and each month thereafter during the term of this Franchise Agreement, the Franchisee shall pay to the City a Franchise Fee equal to six percent (6%) of Franchisee's gross revenues, less actual write-offs, from the sale, transportation, distribution or delivery of natural gas to Customers within the City. For purposes of this section, the term "write-offs" refers to uncollectable billed revenues from the sale, transportation, distribution or delivery of natural gas to Customers within the City. In the event any uncollectible account becomes collectible and/or is collected, an adjustment in amount due the City shall be

made in the next monthly payment.

Nothing herein shall be construed to be a limitation on the assessment and collection of all other valid taxes, licenses, and other impositions by the City on and from the Franchisee in excess of the applicable percentage of revenues to be paid. Failure to pay said fee when due shall be a default and Franchisee shall pay interest of one and one-half percent (1.5%) per month monthly on any delinquent payment.

Section 12. Increased Benefits Clause.

In the event the Franchisee enters into a franchise agreement with another Florida municipality or government entity in Brevard County that contains substantially similar terms and conditions as this Franchise and that provides for a franchise fee calculation that would provide a Franchise Fee higher than that promised hereunder, then the Franchisee shall so notify City and, at the City's option, the Franchise Fee hereunder will be adjusted so as to be consistent with the franchise fee calculation extended to such Florida municipality or government entity.

Section 13. Accounts and Records; Rights to Audit.

The City may, at its own expense, upon reasonable notice, examine the Franchisee's records relating to the calculation of the franchise payment for the year preceding such anniversary date. Such examination shall be during normal business hours at Franchisee's office where such records are maintained. Records not prepared by Franchisee in the ordinary course of business or as required herein may be provided at the City's expense and as the City and Franchisee may agree in writing. Information identifying Franchisee's customers by name or their gas consumption shall not be taken from Franchisee's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the City, shall be reported to Franchisee. At the City's request, Franchisee will provide to the City an electronic version of a billing list of all Franchisee customer addresses within the incorporated areas of the City. The City will respect Franchisee's confidential documents. The City will be given access to confidential documents while on Franchisee premises, but shall not remove those confidential documents from Franchisee premises unless expressly authorized to do so by Franchisee. Information relative to this audit and likely to be deemed confidential by Franchisee includes, but is not limited to, nonpublic customer or customer account information, nonpublic policies and procedures, and any other nonpublic information that gives Franchisee an opportunity to gain an advantage over its competitors.

The City shall have access to examine, at all reasonable hours, all of the Franchisee's plans, contracts, and engineering, accounting, finance, statistical, customer and service records relating to the property and the operations of the Franchisee under this Franchise, and to all records required to be kept hereunder.

The Franchisee shall keep complete accounts showing dates and payments received. A monthly summary report showing gross revenues received by the Franchisee from its operations within the franchise area during the preceding month and year and such

other information as the City shall request with respect to properties and expenses related to the Franchisee's service incurred within the franchise area. The duly authorized agent of the City shall have the right, power and authority to inspect and audit the current records of gross revenue of the Franchisee for any annual period at any reasonable time within five (5) years after the expiration of such annual anniversary. The records will be made available at Franchisee's office nearest the City. In the event the City audits the franchise fees paid by Franchisee to the City and said audit reveals that said fees have been underpaid to the City by more than five percent (5%) in any monthly time period, the costs of the audit including administrative costs associated with said audit will be paid by Franchisee to the City. Any underpayment of the franchise fee revealed by an audit shall be immediately paid to the City; provided that for any underpayments that correspond with under-collections of the franchise fee from customers located within the City limits, such payment will not exceed twelve (12) months of underpayments. Any overpayment of the franchise fee revealed by an audit shall be immediately paid to Franchisee.

Section 14. Identification of City Boundaries.

Within thirty (30) days of receipt by City of a written request from Franchisee, the City shall deliver to the Franchisee such information (including City limit streets and block numbers) as is needed by the Franchisee to determine which of its customers are located within the City limits. The City shall notify Franchisee of any change to its City limits as soon as practical. Only upon the City's notification to Franchisee of such changes to its City limits shall the Franchisee be obligated to pay franchise fees on the revenues from any customers added by such change to its limits.

Section 15. Use of Streets.

The Franchisee shall file with the City for its approval, plans, and specifications for the location or relocation of all facilities. The Franchisee's facilities shall be so located or relocated and so erected or installed as not to obstruct or interfere with any water pipes, sewers, storm drains, or other utilities or structures already installed or hereafter to be installed. The Franchisee's facilities shall interfere as little as possible with traffic over said streets, avenues, alleys, bridges and public places with reasonable egress from and ingress to abutting property, subject at all times to the lawful police power of the City. The Franchisee shall not unnecessarily or unreasonably obstruct the use of or damage any sidewalk, driveway, curb, street, alley, avenue, bridge, easement or other public place or way of the City which shall have been opened by the Franchisee for the purpose of laying, placing or repairing its facilities or equipment, and shall upon completion of such construction or repair, be restored by the Franchisee to as good or better order and condition as they were before the excavation was made and maintain the restoration in an approved condition for a period of one (1) year. Any obstruction of any street, alley, avenue, bridge, easement or other public place or way of the City not removed by the Franchisee after a proper notice of twenty-four hours by the City demanding removal thereof, and any such public way or place of the City not restored by the Franchisee after its excavation thereof, may be restored by the City and the reasonable cost thereof plus

twenty-five percent (25%) of such cost for administration and expenses, shall be charged against Franchisee and if so charged, shall be paid by the Franchisee and shall be collectible by the City in any lawful manner, together with attorney's fees and costs of collection; provided that if said removal requires notification to Sunshine 811 – State One Call of Florida, then the Franchisee shall have the additional time necessary to comply with Chapter 556, Florida Statutes, the Underground Facility Damage Prevention and Safety Act.

Section 16. Maintenance.

All works, pipes, pipelines, apparatus, structures, appurtenances, the entire plant and system of Franchisee shall be constructed and maintained in such condition as will enable it to furnish adequate and continuous service and shall be constructed, installed, and maintained in accordance with accepted good practice and in accordance with the orders, rules and regulations of the City, the Florida Public Service Commission and any other state or federal regulatory agency having jurisdiction over the Franchisee.

Section 17. Service Standards.

The Franchisee shall maintain and operate its plant and system and render efficient service in accordance with this Ordinance, other regulations of the City, the Florida Public Service Commission and any other state or federal regulatory agency having jurisdiction over the Franchisee.

Whenever it is necessary to shut off or interrupt service for the purpose of making repairs or installations, the Franchisee shall do so at such time as will cause the least amount of inconvenience to its customers, and unless such repairs are unforeseen and immediately necessary, it shall give reasonable notice thereof to the consumers.

Section 18. Laying of Pipe.

All main pipelines shall be laid at least two feet (2') and all lateral pipelines not less than eighteen inches (18") below the established grade of said streets, avenues, alleys, easements, and other public ways and places as such grades now exist or may hereafter be established, unless otherwise specifically authorized by the City.

All construction made under the provisions of this Ordinance shall be of first class material, and all piping in the system shall be protected externally from corrosion by approved methods and materials. The Franchisee shall file with City, for its approval, plans and specifications for the location or relocation of all facilities or equipment. All construction and permitting shall comply with applicable codes and ordinances of the City.

Section 19. Construction Work.

City reserves the right to lay and permit to be laid electric conduits, water, gas,

cable, and other pipelines or cables, sewers, and to do and permit to be done any underground work that may be deemed necessary or proper by the City or other governmental entity having jurisdiction, across, along, or under any street, alley, public way, easement, place, or other public ground, in accordance with § 556, Fla. Stat. In permitting such work to be done by third parties, the City shall not be liable to the Franchisee herein for any damage so occasioned, nor shall the City in doing such work be liable to the Franchisee for any damages not caused by or arising out of the City's negligence. Whenever, by reason of establishing a grade or by reason of changes in the grades of any street, or by reason of the widening, grading, paving, or otherwise improving present or future streets, alleys, or other public ways and places, or in the location or manner of construction of any water pipes, electric conduits, sewers, or other underground structure, it shall be deemed necessary by the City or other governmental entity having jurisdiction to alter, change, adapt, or confirm the mains, pipelines, service pipe, or other apparatus or appurtenances of the Franchisee hereto, such alterations, or changes, shall be made by the Franchisee as ordered in writing by the City or other governmental entity having jurisdiction without claim for reimbursement or compensation for damages against the City. If the City shall require the Franchisee to adapt or conform its pipelines, pipes, structures, or apparatus, appurtenances, or other appliances, or in any way to alter, relocate or change its property to enable any other person or corporation, except the City, the State of Florida, or other governmental entity of the State, to use said street, alley, easement, highway, the Franchisee shall be reimbursed by the person or corporation desiring or occasioning such change for any loss, costs, or expense caused by or arising out of such change, alterations, or relocation of Franchisee's property. The Franchisee further agrees that it shall not interfere with, change, or injure any water pipes, drains, or sewers unless it has received specific permission from the City in writing.

Section 20. Forfeiture or Revocation of Franchise.

Violation by the Franchisee of any of the covenants, terms or conditions hereof, or default by the Franchisee in observing or carrying into effect any of said covenants, terms, and conditions, shall authorize and empower the City to declare a forfeiture of and to revoke and cancel all rights granted hereunder, provided, however, that before such action by the City shall become operative and effective, the Franchisee shall have been provided by the City with a written notice setting forth all matters pertinent to such violation or default, and describing the action of the City with respect thereto, and Franchisee shall have had a period of one hundred and twenty (120) days after such notice within which to rectify such violation or default; and provided further that any violation or default resulting from a strike, a lockout, an act of God, or any other cause beyond the control of the Franchisee shall not constitute grounds for revoking and cancelling any rights hereunder. In the event that the Franchisee, upon receipt of said written notice from the City, does not desist from such violation within the one hundred and twenty (120) day period, then the Franchisee shall be deemed to have forfeited all grants, privileges, rights, licenses, and immunities given by this franchise.

The Franchisee shall not enter into any verbal or written agreement with any

assignment, or transfer, and unless, after the filing of such notice, the City shall have by Resolution approved and consented to such sale, assignment, or transfer, which consent shall not be unreasonably withheld. The sale or transfer of the franchise shall be subject to all provisions and conditions set forth in this Ordinance and the Resolution granting the franchise to the assignor/transferor. Provided, however, that such sale, assignment, or transfer decreed by a court of competent jurisdiction in any receivership or bankruptcy proceedings shall not be governed by the provisions of this Section.

Section 23. No Waiver.

Nothing in this Agreement shall be construed as a surrender or waiver by the City of (a) its police powers or the authority to regulate the use of the public streets and/or other public places, provided no regulation contravenes the material terms of this Franchise, and (b) its right to sovereign immunity.

Section 24. Right to Enforce.

Except as expressly provided herein, each Party shall have all rights and remedies available in law or in equity in the event of a material breach of any obligation set forth in this Agreement by the other Party.

Section 25. Entirety.

This writing embodies the entire agreement and understanding between the Parties, and there are no other agreements and understandings, oral or written, with reference to this subject matter that are not merged and superseded.

Section 26. Governing Law.

This Agreement shall be governed by and construed according to the laws of the State of Florida. Venue and jurisdiction for any action concerning this franchise or this ordinance shall be in Brevard County, Florida.

Section 27. Compliance with Applicable Laws and Ordinances.

The Franchisee hereby agrees to abide by all the rules and regulations and ordinances which the City has enacted or might enact in the future, and further agrees to abide by any established policy which the City or its authorized representative has established or will establish provided, however, it is not intended hereby that City shall have the right of unilaterally modifying the terms of this franchise other than as herein provided and as is required by the execution of the City's police powers. It is also expressly recognized that the authority of the City is subject to preemption by the State of Florida and by and through the Florida Public Service Commission and by the United States Government.

Section 28. 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 29. 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 30. Effective Date.

As a condition precedent to the taking effect of this Franchise, the Franchisee shall file its acceptance hereof with the City's Clerk within thirty (30) days of adoption of this Franchise. The effective date of this Franchise shall be the date upon which the Franchisee files such acceptance.

PASSED AND ADOPTED this ___ day of _____, 202_.

CITY OF TITUSVILLE, FLORIDA

By: _____
Mayor

ATTEST:

By: _____
Clerk, City of Titusville, Florida

(SEAL)

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, GRANTING TO PIVOTAL UTILITY HOLDINGS, INC. D/B/A FLORIDA CITY GAS, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE GAS FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENT OF A FRANCHISE FEE TO THE CITY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING 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 law¹ 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):

The City of Titusville previously adopted Ordinance No. 4-1993, that granted a franchise to City Gas Company of Florida, a division of Florida City Gas and predecessor, Elizabethtown Gas Company, for 30 years. The term of that Franchise Ordinance has expired and the City has negated a succession Franchise Ordinance for Council's consideration. The proposed Franchise Ordinance will provide a franchise to Pivotal Utility Holdings, Inc. d/b/a Florida City Gas, a public utility, to permit the construction, maintenance, and operation of natural gas facilitations with the City. This franchise agreement provides for the payment of fees to the City in the amount of 6% of the franchise's gross revenues, in exchange for the right and privilege of supplying natural gas and other services within the City free from competition from the City pursuant to the terms and conditions set forth in the Ordinance.

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;

None

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

None

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

None

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

None

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

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the City Council
From: Scott Larese, City Manager
Subject: **Update Council Member Appointments to Serve on Outside Agencies**
Department/Office: City Clerk

Recommended Action:

Update Council Member appointments to serve on Outside Agencies. Members of City Council are appointed to serve on various outside agencies to represent the interests of the citizens of the City of Titusville.

Summary Explanation & Background:

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. CC Outside Agencies Roster - 2024 -2

**CITY COUNCIL OUTSIDE AGENCY
APPOINTMENTS
November 26, 2024 – November 25, 2025**

Organization/Agency	Current Member	Alternate (If Applicable)	Notes
<p>Florida League of Cities * 301 S. Bronough Street, Ste. 300 P.O. Box 1757 Tallahassee, FL 32302-1757 Linda Bridges, Board Liaison</p>			<p>Meets the second Monday every month at different times and locations throughout the year.</p>
<p>Space Coast League of Cities * 1600 Huntington Lane Rockledge, FL 32955 Sheila Donahue, Executive Secretary</p>			<p>Meets on the 2nd Monday of the month at 5:45 p.m. at various locations throughout the county.</p>
<p>Space Coast Transportation Planning Organization 2725 Judge Fran Jamieson Way, Bldg. B, Room 105, MS #82 Viera, FL 32940 Georganna Gillette, Executive Director (321) 690-6890</p>			<p>Meets on the 2nd Thursday of the month from 9 a.m. to 12 p.m. in Building C, 3rd Floor Florida Room, at the Brevard County Government Center, 2725 Judge Fran Jamieson Way, Melbourne, FL</p>
<p>North Brevard Commission on Parks & Recreation 475 N. Williams Avenue Titusville, FL 32796 Mr. Jeff Davis, North Area Parks Operations Manager</p>			<p>It meets quarterly (January, April, July and October) on the 2nd Thursday of the Month. The meetings begin at 4:00 p.m. and must end by 5:00 p.m. The location is at the Brevard Room at the Government Complex North, 518 S. Palm Avenue, Titusville, FL</p>
<p>Economic Development Commission of Florida Space Coast 6525 3rd Street, Ste. 304 Rockledge, FL 32955 Lynda Weatherman, President & CEO 638-2000</p>			<p>Meets the 1st Wednesday of every other month. Per Brandy with EDC - They have no alternate. Alternate can attend but cannot vote.</p>
<p>North Brevard Economic Development Zone/</p>			<p>Meets on the 2nd Friday of the month at Statham Park 7101 US Hwy 1</p>

<p>Spaceport Commerce Park Authority 400 South Street Titusville, FL 32780 Troy Post, Executive Director (321)-960-1458</p>			
<p>Affordable Housing Advisory Committee Harry T. Moore Center 725 South DeLeon Avenue Titusville, FL 32780 Sheila Martin, AHAC Secretary and Neighborhood Services Housing Program Specialist 321-567-3987</p>			<p>Meets during the first week of July to determine the yearly schedule for upcoming meetings.</p> <p>Meetings currently held at the Harry T. Moore Center, but will be transitioning to the Council Chamber at City Hall for 2024.</p>

* One representative from the City Council will serve on the Florida League of Cities and the Space Coast League of Cities.

Revised: 11/29/2023 – EC

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the City Council
From: Scott Larese, City Manager
Subject: **Parrish Landing Water and Sewer Service Agreement**
Department/Office: Public Works

Recommended Action:

Staff recommends approval of the utility service and voluntary annexation agreement to provide service to 62 single family homes in the proposed Parrish Landing subdivision, to authorize the execution of the agreement by the Mayor, to defer the annexation to a future date to be determined by Council, and the agreement is subject to the review of the City Attorney.

Summary Explanation & Background:

Parrish Landing is a proposed 62 lot single family residential community located off of Parrish Road, west of Hammock Road, and east of US 1. Being east of US 1, this property is located in close proximity to the Indian River Lagoon. In addition, without City of Titusville water and sewer service, the properties would be developed with wells and septic tanks. In alignment with reducing septic tanks near the Indian River Lagoon, the Public Works department is in favor of a water and sewer service agreement. The department has evaluated that sufficient capacity is available at both the water treatment plant and wastewater treatment plant. The addition of this community would not impede service levels to existing customers. Utilities are available via easements from the southern community Brooks Landing. Infrastructure in Brooks Landing was sized to accommodate Parrish Landing. Any other necessary infrastructure for the community will be built by the developer and conveyed to the City after completion of the construction. In the agreement, the allocation of water is 18,600 gallons per day (gpd) and the allocation for sewer is 13,950 gallons per day (gpd). These allocations are based on 300 gpd per equivalent residential unit (ERU) for water and 225 gpd for sewer per equivalent residential unit (ERU). One single family home is one ERU.

According to the Planning staff, the property is contiguous to Brooks Landing, an existing subdivision with City services located in the incorporated municipal boundaries. As required by Section 21-1, an application for annexation must be made. It is the City Council's right to delay said annexation until it finds that the area constitutes a logical service area. The Planning staff reviewed the property, and although contiguous, does not support the annexation of the property at this time. The property is not directly accessible through the Brooks Landing subdivision.

Staff recommends approval of the utility service and voluntary annexation agreement to provide service to 62 single family homes in the proposed Parrish Landing subdivision, to authorize the execution of the agreement by the Mayor, to defer annexation at this time, and the agreement is subject to the review of the City Attorney.

Alternatives:

1. Authorizes the Mayor to execute the agreement but not require annexation at this time.
2. Authorizes the Mayor to execute the agreement and requests the property be annexed within the next 6 months.

Item Budgeted:

NA

Source/Use of Funds/Budget Book Page:

NA

Strategic Plan:

Goal 1: Quality of Life

Strategic Plan Impact:

Approving the water and sewer service agreement aligns with goal 1 for quality of life by protecting the Indian River Lagoon. Without City of Titusville water and sewer, the project is required to have wells and septic tanks. The property is east of US 1 putting the property in close proximity to the Lagoon.

ATTACHMENTS:

1. Water & Sewer Service Agreement-11-20-24 final
2. Parrish Landing Survey
3. Parrish Landing

This document was prepared by:
Kevin Cook, Public Works Director, City of Titusville
2910 Garden St,
Titusville, FL 32796

UTILITY SERVICE & VOLUNTARY ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF TITUSVILLE, FLORIDA**, a municipal corporation created under the laws of the State of Florida (hereafter "CITY"), and _____, a _____, whose mailing address is _____ (hereafter "OWNER").

RECITALS

1. The OWNER owns certain property located in unincorporated Brevard County which is described in Exhibit "A" attached to and incorporated in this Agreement (the "Property").

2. The CITY has identified the Property described in Exhibit "A" as a logical candidate for annexation into the CITY.

3. The OWNER has petitioned the CITY, is interested in and desirous of obtaining services and benefits provided by the CITY to property owners and users inside and outside the municipal limits.

4. The OWNER plans to develop the Property as a residential subdivision including sixty-two (62) single family lots.

5. The City Council of the City of Titusville, in their sole and absolute discretion, by contract, may provide service to an out-of-city property owner where they find: (1) that the property can be annexed into the city limits of the City of Titusville and finds the parcel is contiguous to a parcel currently receiving city services; (2) that the demand for water and sewer service shall not deplete or substantially impair the water or sewer needs of the City residents; and (3) further finds and determines that it is in the best interest of the City to provide said utility services.

6. The City may establish such conditions as it deems appropriate as a part of the contract.

7. The CITY is ready, willing, and able to furnish central water and wastewater utility services to OWNER subject to the terms and conditions of this Agreement.

8. CITY and OWNER hereby acknowledge and warrant to the other that this Agreement and any future acts as required hereby are binding and enforceable on the

CITY and OWNER in accordance with their terms. OWNER hereby further represents that it has the unrestricted right to impose all of the covenants and conditions set forth herein.

ACCORDINGLY, in consideration of the above Recitals and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, 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. AUTHORITY. This Agreement is entered into under the authority of the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapter 163 and 166, Florida Statutes), Section 21-1 of the City Code of Ordinances and the CITY's Charter. The parties specifically agree that this Agreement does not constitute a "development agreement" under the Florida Local Government Development Agreement Act, Section 163.3220-163.3243, Fla. Stat., nor do the provisions of said supplemental act apply to this Agreement.

SECTION 3. ANNEXATION. By signing this Agreement, OWNER hereby files a Petition for Voluntary Annexation of the Property conditioned upon the prior or concurrent adoption of this Agreement. The CITY may but is not obligated to initiate the process to accomplish the annexation in accordance with law when and if deemed appropriate by the CITY.

SECTION 4. REPRESENTATION OF OWNERSHIP. OWNER is the fee simple owner of record of properties located in Brevard County, Florida and legally described in Exhibit "A" attached to and incorporated in this Agreement (hereafter the "Property").

SECTION 5. SUBMISSION OF PLANS. When appropriate, the OWNER or designated agent agrees to submit plans to CITY, which plans shall address the overall public service facility needs of the area proposed for utility and other municipal services. Such plans, upon approval by all applicable CITY staff agencies, shall become a part of this Agreement between the CITY and the OWNER.

SECTION 6. PETITION AND CONSENT TO ANNEX. In consideration for the services and other benefits to be provided by the CITY to the OWNER, the OWNER hereby petitions the CITY, agrees and consents to voluntarily annex all of the property described above into (either all at once or in portions over time as designated by the CITY) the municipal boundaries of the City of Titusville, at such times and in such acreage (until all the property is annexed) as the CITY deems reasonably appropriate and providing there are no costs to OWNER. Said voluntary annexation shall be effected in accordance with the general laws of the State of Florida that apply to voluntary annexation, and this Agreement shall constitute the petition and consent required by Chapter 171, Florida Statutes. The CITY reserves the right to delay said annexation until

the CITY deems it appropriate in its sole discretion. In the event that all of the property of the OWNER described above is annexed to the CITY, the charges for water and sewer service shall be the same as charged to like consumers within the CITY. The OWNER shall perform such necessary acts, execute such necessary documents and comply with such necessary procedures as shall be required to voluntarily annex the above property. Following the Owner's compliance with the foregoing, the CITY shall have the right, but not the obligation, to process this petition for voluntary annexation without further action and/or request of the Owner. This Agreement constitutes consent to annex the property under the voluntary procedures and under other annexation procedures authorized by the Florida Statutes.

SECTION 7. ZONING AND LAND USE. The Property is currently located in unincorporated Brevard County and is currently zoned for residential uses. The CITY agrees that upon annexation of the property, the zoning and land use designations for the property shall be established in the manner prescribed by state statute and the CITY's Land Development Code.

SECTION 8. COVENANTS TO OBTAIN UTILITY SERVICES EXCLUSIVELY FROM CITY & NOT TO ENGAGE IN UTILITY BUSINESS. The OWNER acknowledges, agrees, and covenants that the CITY shall be the exclusive provider of water and/or wastewater service to the Property. The OWNER, as a further consideration for this Agreement, agrees that it shall not (the words "shall not" being used in a mandatory definition) engage in the business of providing water or wastewater service to the Property during the period of time the CITY, its successors and assigns, provide water or wastewater service to the Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and under said provision and also under other provisions of this Agreement the CITY shall have the sole and exclusive right and privilege to provide water service or wastewater service or both to the Property and to the occupants of each residence, building or unit constructed thereon.

SECTION 9. PROVISION OF WATER & WASTEWATER UTILITY SERVICE BY CITY. The CITY agrees to furnish water and sewer service to the OWNER; the subject property of the OWNER, which is located outside the City limits, and whose legal description and address is as follows:

And whose location is as shown in the attached survey with sketch and legal description labeled as Exhibit "A" hereof.

(1) Service Capacity For Property. It is understood that the OWNER is planning to develop single family building lots and both parties contemplate that owners of the lots shall request water and sewer service from the CITY and the CITY agrees to provide such service, subject to each owner complying with the terms of this agreement and applicable ordinances for out of CITY water and wastewater customers. The CITY's obligation shall be to 62 single family building lots and shall not extend beyond that

number without further agreement or modification to this agreement by the OWNER or its assigns to the single-family building lots, and said installation shall comply with applicable CITY regulations and ordinances. The water allocation for the 62 single family building lots shall be 18,600 gallons per day. The sewer allocation for the 62 single family building lots shall be 13,950 gallons per day.

(2) Extension of Utility Pipelines. The OWNER agrees to pay all costs of constructing and extending the water and sewer utility lines to the property of the OWNER.

(3) Initial Costs of Connecting Utility Services. The OWNER shall pay the applicable meter costs, deposits, tap-on fees and other charges as required by the Code of Ordinances of the City of Titusville prior to water and wastewater service being furnished.

(4) CITY Utility Service Obligations. The CITY shall keep the water and sewer service system in good operating condition at the CITY's expense subject to payment of applicable rates, fees, and charges, and the quantity and quality of water and sewer service will be on a par with that of the total approved CITY system and in compliance with state and federal requirements.

(5) Payment of Utility Rates. The CITY agrees to furnish water and wastewater service to the OWNER at the rates applicable or established from time to time for users located outside the City limits of Titusville, Florida, and as stated in the CITY's water and wastewater ordinance and any amendments thereto. All bills for water and sewer service are due and payable upon receipt and service may be terminated as provided for in the Code of Ordinances.

(6) Access to Utility Facilities. The OWNER shall furnish to the CITY, without charge, rights-of-way and easements over and above the property described above, if necessary, for water and sewer line installations on said property, and the CITY shall have access to all meters and other facilities on the OWNER's property for the purpose of inspection, maintenance, and repairs.

(7) Ownership of Pipelines. The ownership and title to the water and wastewater pipelines laid hereunder, up to the point of metering, shall be and remain at all times in the CITY. The CITY may tie in such other customers, as it may desire within the easements described hereinabove. The OWNER agrees to comply with all existing CITY ordinances, rules and regulations relating to the CITY's waterworks and wastewater systems, and all future ordinances, rules and regulations of the CITY of general application to the waterworks and wastewater systems.

SECTION 10. DEFAULT; ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages, injunctive relief and specific performance. In the event either party is required to enforce this Agreement by court

proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all pre-trial, trial, appeal and alternative dispute resolution levels.

SECTION 11. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Florida.

SECTION 12. BINDING EFFECT; ASSIGNABILITY. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be freely assignable by the OWNER to various successive owners without the need for consent by the CITY. OWNER shall, however, provide written notice to the CITY of any and all such assignees. The parties hereby covenant that they will enforce this Agreement and that is a legal, valid and binding Agreement. In the event the property is sold or subdivided by the OWNER, the future owner and anyone claiming an interest in the property shall be bound by this agreement and shall comply with the provision for annexation.

SECTION 13. RECORDATION. A copy of this Agreement shall be recorded by the CITY at the OWNER's expense, in the Public Records of Brevard County, Florida, upon taking effect.

SECTION 14. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is for the sole benefit of the parties hereto, and no right of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement either express or implied is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 15. ARMS LENGTH NEGOTIATION. This Agreement is the result of mutual arm's length negotiations between the parties. Accordingly, this Agreement shall be construed equally between the parties.

SECTION 16. WAIVER; REMEDIES. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

SECTION 17. NOTICE; PROPER FORM. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses:

AS TO CITY: Scott Larese
City Manager
City of Titusville
555 S. Washington, Ave.
Titusville, Florida 32796

COPY TO: Richard C. Broome
City Attorney
City of Titusville
555 S. Washington, Ave.
Titusville, Florida 32796

AS TO OWNER: _____

COPY TO: _____

SECTION 18. ENTIRE AGREEMENT. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

SECTION 19. AMENDMENT. Amendments to and waivers to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

SECTION 20. TIME OF THE ESSENCE. Time is hereby declared of the essence in the performance of each and every provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

OWNER:

 A Florida _____

By: _____
 [Type Name of Signor]

WITNESS

(Typed or Printed Name)

WITNESS

(Typed or Printed Name)

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____, [Name of company, if any], a Florida _____, on behalf of the _____. He is personally known to me or has produced _____ as identification and did (did not) take an oath.

Signature of Notary Public

Print Notary Name
My Commission Expires: _____
Commission No.: _____

AFFIX NOTARY STAMP

**CITY OF TITUSVILLE, FLORIDA
A Municipal Corporation**

APPROVED:

Andrew Connors, Mayor

ATTEST:

_____, City Clerk

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, and _____ on behalf of City of Titusville, a Florida municipality, on behalf of the municipality. They are personally known to me or have produced _____ as identification and did (did not) take an oath.

Signature of Notary Public

Print Notary Name

My Commission Expires: _____

Commission No.: _____

AFFIX NOTARY STAMP

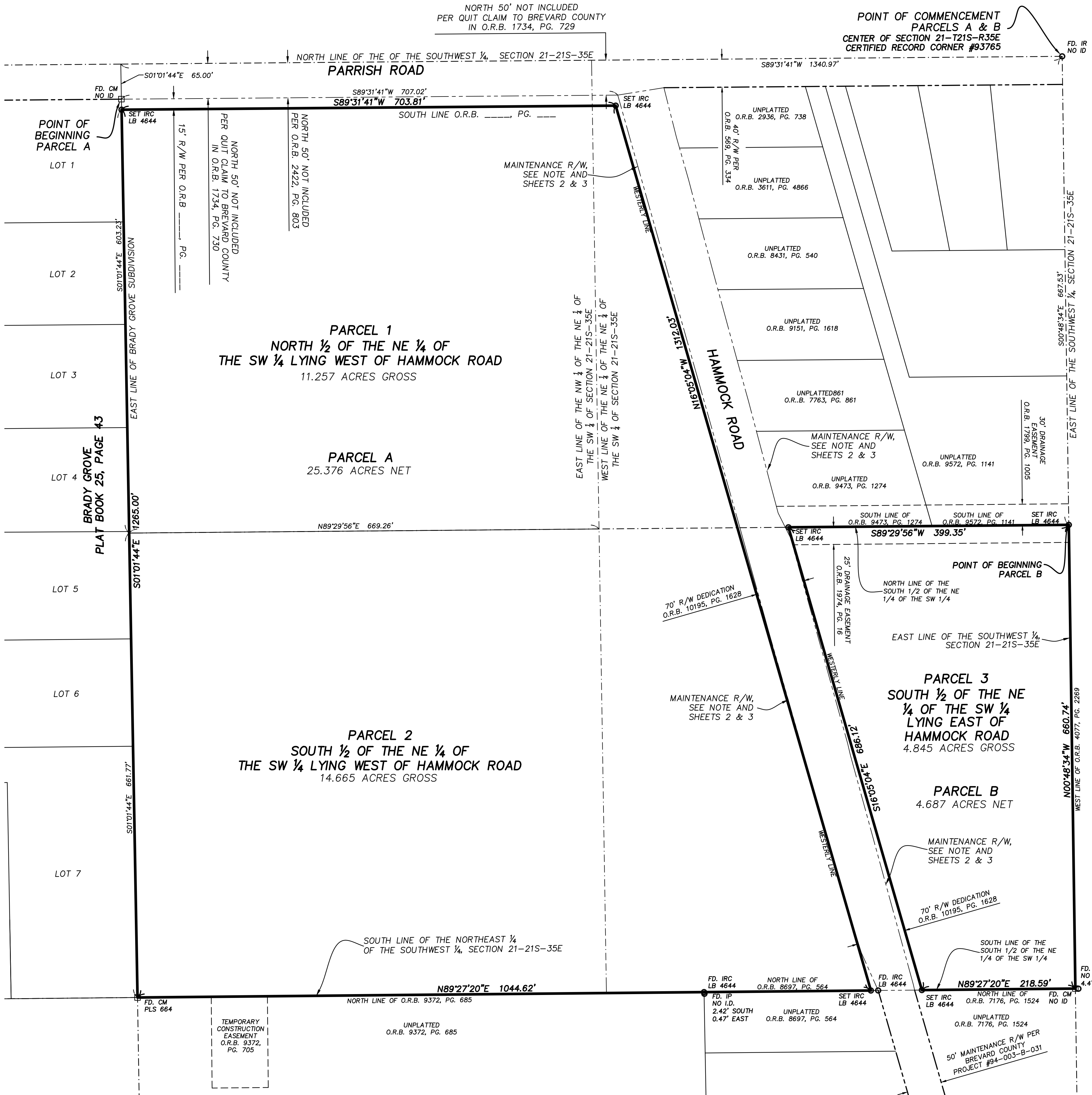
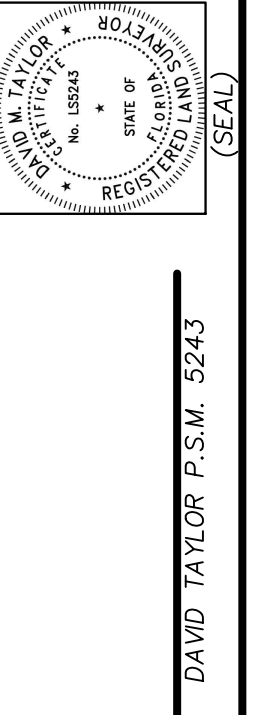
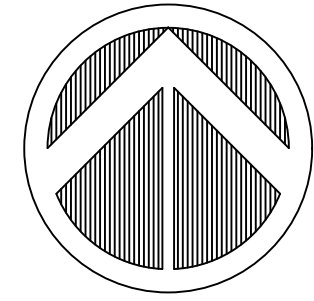
APPROVED AS TO FORM AND LEGALITY:

Richard Broome, City Attorney

ABBREVIATIONS AND SYMBOLS

LB NO. LICENSED BUSINESS NUMBER	OAK	SANITARY MANHOLE	SIGN
R/W RIGHT OF WAY	PINE	DRAINAGE MANHOLE	LIGHT POLE
CM 4x4 CONCRETE MONUMENT	PALM	WELL	MAIL OR PAPER BOX
P.U.D.E. PUBLIC UTILITY AND DRAINAGE EASEMENT	SHRUB	HYDRANT	COMMUNICATIONS BOX
FD. FOUND	MAPLE	WATER VALVE	CABLE TV BOX
O.R.B. OFFICIAL RECORD BOOK	CITRUS	WATER METER	POWER POLE
P.R.M. PERMANENT REFERENCE MONUMENT	ELM	CLEANOUT	ELECTRIC BOX
P.C.P. PERMANENT CONTROL POINT	MISC. TREE	CATCH BASIN	UTILITIES SIGN
BM BENCHMARK	BLOW-OFF	CURB INLET	MONITORING WELL
F.F. FINISH FLOOR ELEVATION	PULL BOX	REUSE WATER VALVE	SANITARY VALVE
R RADIUS	GAS VALVE	IRRIGATION VALVE	TELEPHONE MANHOLE
Δ DELTA	SEPTIC TANK	YARD DRAIN	POST WOOD OR STEEL
L LENGTH	TILE SURFACE	PROPOSED DRAINAGE CONNECTION	CONCRETE POWER POLE
I.D. IDENTIFICATION SECTION		FIRE DEPARTMENT CONNECTION	TRANSFORMER PAD
SEC. TOWNSHIP		STOP LIGHT	BACK FLOW PREVENTER
RGE. RANGE		REUSE WATER METER	SPRINKLER HEAD
CH. CHORD		PROPOSED ELEVATION	CONCRETE SURFACE
CH.B. CHORD BEARING		EXISTING ELEVATION	BRICK PAVEMENT SURFACE
CALCULATED (C)			
(M) MEASURED			
(P) PLAT			
(D) DEED			
IR 1/2" IRON ROD			
IRC 1/2" IRON ROD AND CAP			
IP 3/4" IRON PIPE			
EP EDGE OF PAVEMENT			
P.R.D. PLANNED RESIDENTIAL DEVELOPMENT			
N.D. NAIL & DISK			
A/C AIR CONDITIONING PAD			
P/E SWIMMING POOL EQUIPMENT PAD			
P.L.S. PROFESSIONAL LICENSED SURVEYOR			
P.S.M. PROFESSIONAL SURVEYOR & MAPPER			
R.L.S. REGISTERED LAND SURVEYOR			
S.J.R.W.M.D. SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT			

Map of Survey Performed For Parrish Landing, LLC



LEGAL DESCRIPTION - PER DEED

PARCEL 1
THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, LYING WEST OF HAMMOCK ROAD, LESS THE NORTH 50 FEET.

TOGETHER WITH:
PARCEL 2
THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, LYING WEST OF HAMMOCK ROAD.

TOGETHER WITH:
PARCEL 3:
THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, LYING EAST OF HAMMOCK ROAD, LESS AND EXCEPT RIGHTS OF WAY OF RECORD.

LEGAL DESCRIPTION - PER SURVEYOR

PARCEL A:
A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE CENTER OF SAID SECTION 21; THENCE SOUTH 89° 31'41" WEST ALONG THE NORTH LINE OF THE SAID SOUTHWEST 1/4 A DISTANCE OF 1340.97 FEET TO AN INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF BRADY GROVE SUBDIVISION AS RECORDED IN PLAT BOOK 25, PAGE 43 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 01°01'44" EAST ALONG SAID NORTHERLY EXTENSION AND THE SAID EAST LINE OF BRADY GROVE A DISTANCE OF 65.00 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 10195, PAGE 1628 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE SOUTH 01°01'44" EAST ALONG SAID EAST LINE OF BRADY GROVE A DISTANCE OF 1265.00 FEET TO THE SOUTHEAST CORNER OF SAID BRADY GROVE AND AN INTERSECTION WITH THE NORTHEAST 1/4 OF THE SAID SOUTHWEST 1/4 OF SECTION 21, THE SAME BEING THE NORTH LINE OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORD BOOK 9372, PAGE 685 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTH 89°27'20" EAST ALONG SAID NORTH LINE AND ALONG THE NORTH LINE OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORD BOOK 8697, PAGE 564 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA A DISTANCE OF 1044.62 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORD BOOK 10195, PAGE 1628 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTH 16°05'04" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 1312.03 FEET TO AN INTERSECTION WITH THE SAID SOUTH LINE OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORD BOOK 10195, PAGE 1628 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 89°31'41" WEST ALONG SAID SOUTH LINE A DISTANCE OF 703.81 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 25.3759 ACRES MORE OR LESS.

PARCEL B:
A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE CENTER OF SAID SECTION 21; THENCE SOUTH 00°48'34" EAST ALONG THE EAST LINE OF THE SAID SOUTHWEST 1/4 OF SECTION 21 A DISTANCE OF 687.53 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST QUARTER OF THE SAID SOUTHWEST 1/4 OF SECTION 21, SAID INTERSECTION ALSO BEING THE SOUTHEAST CORNER OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORD BOOK 9572, PAGE 1141 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 89°29'56" WEST ALONG THE NORTH LINE OF THE SAID SOUTH 1/2 AND ALONG THE SOUTH LINE OF THE SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9572, PAGE 1141 AND THE SOUTH LINE OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORD BOOK 9473, PAGE 1274 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA A DISTANCE OF 399.35 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 10195, PAGE 1628 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 16°05'04" WEST ALONG SAID EASTERLY LINE A DISTANCE OF 686.12 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE SAID SOUTH 1/2 OF THE NORTHEAST QUARTER OF THE SAID SOUTHWEST 1/4 OF SECTION 21, SAID INTERSECTION ALSO BEING THE NORTH LINE OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORD BOOK 7176, PAGE 1524 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTH 89°27'20" EAST ALONG THE SAID SOUTH LINE OF THE SOUTH 1/2 AND THE SAID NORTH LINE DESCRIBED IN OFFICIAL RECORD BOOK 7176, PAGE 1524 A DISTANCE OF 218.59 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE SAID SOUTH 1/2 OF THE NORTHEAST QUARTER OF THE SAID SOUTHWEST 1/4 OF SECTION 21, SAID INTERSECTION ALSO BEING THE WEST LINE OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4077, PAGE 2269 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTH 00°48'34" ALONG SAID EAST LINE OF THE SOUTH 1/2 AND THE SAID WEST LINE AS DESCRIBED IN OFFICIAL RECORD BOOK 4077, PAGE 2269 A DISTANCE OF 660.74 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 4.6873 ACRES MORE OR LESS.

PARCEL C:
A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE CENTER OF SAID SECTION 21; THENCE SOUTH 00°48'34" EAST ALONG THE EAST LINE OF THE SAID SOUTHWEST 1/4 OF SECTION 21 A DISTANCE OF 687.53 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST QUARTER OF THE SAID SOUTHWEST 1/4 OF SECTION 21, SAID INTERSECTION ALSO BEING THE SOUTHEAST CORNER OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORD BOOK 9572, PAGE 1141 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 89°29'56" WEST ALONG THE NORTH LINE OF THE SAID SOUTH 1/2 AND ALONG THE SOUTH LINE OF THE SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9572, PAGE 1141 AND THE SOUTH LINE OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORD BOOK 9473, PAGE 1274 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA A DISTANCE OF 399.35 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 10195, PAGE 1628 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 16°05'04" WEST ALONG SAID EASTERLY LINE A DISTANCE OF 686.12 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE SAID SOUTH 1/2 OF THE NORTHEAST QUARTER OF THE SAID SOUTHWEST 1/4 OF SECTION 21, SAID INTERSECTION ALSO BEING THE NORTH LINE OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORD BOOK 7176, PAGE 1524 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTH 89°27'20" EAST ALONG THE SAID SOUTH LINE OF THE SOUTH 1/2 AND THE SAID NORTH LINE DESCRIBED IN OFFICIAL RECORD BOOK 7176, PAGE 1524 A DISTANCE OF 218.59 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE SAID SOUTH 1/2 OF THE NORTHEAST QUARTER OF THE SAID SOUTHWEST 1/4 OF SECTION 21, SAID INTERSECTION ALSO BEING THE WEST LINE OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4077, PAGE 2269 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTH 00°48'34" ALONG SAID EAST LINE OF THE SOUTH 1/2 AND THE SAID WEST LINE AS DESCRIBED IN OFFICIAL RECORD BOOK 4077, PAGE 2269 A DISTANCE OF 660.74 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 4.6873 ACRES MORE OR LESS.

MAINTENANCE RIGHT OF WAY NOTE:
THE ROADWAY IMPROVEMENTS AND ASSOCIATED SIGNAGE, PEDESTRIAN, AND DRAINAGE SYSTEM WITHIN HAMMOCK ROAD DO NOT APPEAR TO BE WITHIN A DEEDED OR PLATTED WIDE RIGHT OF WAY, SEE SHEETS 2 AND 3. THESE IMPROVEMENTS APPEAR TO BE LOCATED WITHIN THE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 8956, PAGE 1756, BREVARD COUNTY, FLORIDA. THIS DEED DID NOT CREATE ANY EASEMENTS ALONG THE ADJACENT RIGHT OF WAY. NO OTHER EASEMENT OR RIGHT OF WAY DOCUMENTS HAVE BEEN FOUND OR PROVIDED TO THE SURVEYOR ALLOWING FOR THIS SPECIFIC USE. HOWEVER, THE CONTINUED MAINTENANCE OF THE ROADWAY SYSTEM BY A GOVERNMENTAL AGENCY MAY RESULT IN THE DEDICATION OF THE MAINTAINED LANDS ACCORDING TO CHAPTER 95.361, ROADS PRESUMED TO BE DEDICATED. A STATEMENT OF MAINTENANCE LIMITS WAS PROVIDED TO THE SURVEYOR BY THE BREVARD COUNTY PUBLIC WORKS DEPARTMENT ROAD AND BRIDGE MAINTENANCE PROGRAM, DATED 05/04/2023 INDICATING THE STATUTORY MAINTENANCE LIMITS WHICH HAVE BE DENOTED AS SUCH HEREIN. THIS IS NOT A MAINTENANCE MAP PER SAID CHAPTER 95.361.

REPORT OF SURVEY

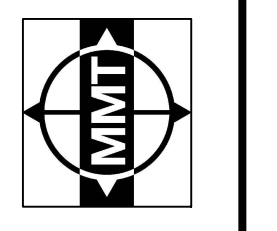
- TYPE OF SURVEY: BOUNDARY AND TOPOGRAPHIC
- MASTELLER, MOLER & TAYLOR INC. CERTIFICATE OF AUTHORIZATION L.B. 4644
1655 27TH STREET, SUITE 2, VERO BEACH, FLORIDA 32960
PHONE (772) 564-8050 FAX (772) 794-0647
- THIS SURVEY MAP AND REPORT AND THE COPIES OF THE SURVEY MAP AND REPORT, EXCEPT THOSE WITH ELECTRONIC SIGNATURE AND ELECTRONIC SEAL, ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, ADDITIONS OR DELETIONS TO THE SURVEY MAP AND/OR REPORT OF SURVEY BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THE HORIZONTAL ACCURACY OF THE MEASUREMENTS OBTAINED MEETS OR EXCEEDS THE CLIENT'S REQUIREMENTS FOR THE TYPE AND EXPECTED USE OF THIS SURVEY.
- HORIZONTAL FEATURE ACCURACY: TOPOGRAPHIC LAND FEATURES (SIGNS, INLETS, VALVES, MAILBOXES, POWER POLES, DRIVEWAYS, CULVERTS AND SIMILAR FEATURES) HAVE A HORIZONTAL FEATURE ACCURACY OF PLUS OR MINUS 0.25 FEET.
- ELEVATIONS OF WELL-IDENTIFIED FEATURES CONTAINED IN THIS SURVEY AND MAP HAVE BEEN MEASURED TO AN ESTIMATED VERTICAL POSITION ACCURACY OF PLUS OR MINUS 0.10 FEET.
- DATA ACQUISITION WAS COMPLETED ON THE FOLLOWING DATE: 6/16/23
- THE BEARING BASE FOR THIS SURVEY IS GRID NORTH, HOLDING A BEARING OF S89°31'41"E ALONG THE NORTH LINE OF SOUTHWEST 1/4 OF SECTION 21;
- THIS SURVEY IS BASED UPON A TITLE OPINION LETTER PREPARED BY FREESE, WHITEHEAD, ANDERSON & HENDERSON, P.A. AND DATED JULY 10, 2023. NO OTHER INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN. NO TITLE OPINION IS EXPRESSED OR IMPLIED.
- THIS SURVEY DOES NOT CERTIFY TO THE EXISTENCE OR LOCATION OF ANY FOUNDATIONS, UTILITIES, UNDERGROUND ENCROACHMENTS OR IMPROVEMENTS EXCEPT AS SHOWN.
- UNLESS A COMPARISON IS SHOWN, PLAT VALUES & MEASURED VALUES ARE THE SAME.
- ALL MEASUREMENTS ARE IN FEET AND DECIMAL PARTS THEREOF AND ARE IN ACCORDANCE WITH THE STANDARDS OF THE UNITED STATES.
- THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE AS SHOWN ON THE INDIVIDUAL OR SMALLER.

SCALE REFERENCE
5395-01

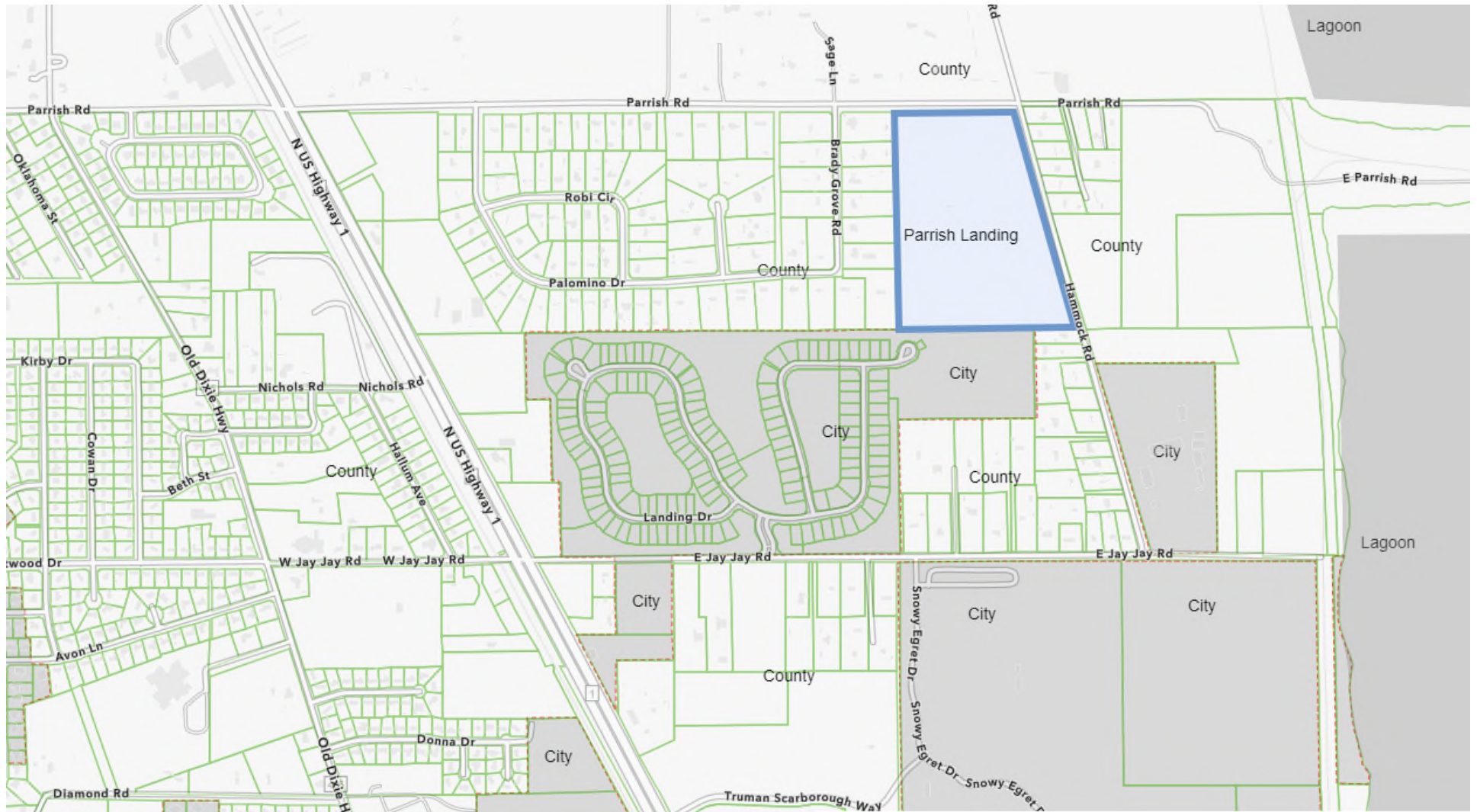
PREPARED FOR
Parrish Landings, LLC

DATE	BY	REVISION
11/08/24	DMT	ADDED RECORDED DEED INFO
8/05/23	DMT	UPDATE PER COMMENTS
7/10/23	DMT	UPDATE AND ADDRESS COMMENTS
6/2/21	DMT	REVISED PER TITLE COMMITMENT

Masteller, Moler & Taylor, Inc.
Professional Surveyors and Mappers
Land Surveying Business LB 4644
1655 27th Street, Suite 2, Vero Beach, Florida 32960
Phone: (772) 564-8050
admin@mastellertaylor.com



DATE: 6/13/2019
SCALE: 1"=80'
SHEET NO.: 1 OF 1
FILE NO.: 5395.01
DRAWN BY: DMT
APPROVED BY: DMT
DRAWING NAME: 5395-01.dwg



Parrish Landing Utility Agreement

City Council agenda November 26, 2024

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the City Council
From: Scott Larese, City Manager
Subject: **Mayor's Report**
Department/Office: City Manager

Recommended Action:

There is no written report.

Summary Explanation & Background:

N/A

Alternatives:

N/A

Item Budgeted:

N/A

Source/Use of Funds/Budget Book Page:

N/A

Strategic Plan:

N/A

Strategic Plan Impact:

N/A

ATTACHMENTS:

None

City of Titusville
"Gateway to Nature and Space"

REPORT TO COUNCIL

To: Members of the City Council
From: Scott Larese, City Manager
Subject: **Council Reports**
Department/Office: City Manager

Recommended Action:

City 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 COUNCIL

To: Members of the City Council
From: Scott Larese, 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. City Manager Report 26 Nov 24

MEMORANDUM

November 26, 2024

TO: The Honorable Mayor and City Council

FROM: Scott Larese, City Manager

SUBJECT: City Manager's Report

The following is my report for Council's regular meeting of November 26, 2024:

A. ACTION ITEMS

None to Report

B. INFORMATION ITEMS

1. Economic Development Strategic Plan

Staff is coordinating public focus group meetings for interested stakeholders asking for input into the city's Economic Development Strategic Plan. The date, venue and target audience for the final meeting is:

December 05, 2024

5:00 pm – 7:00 pm (Doors open at 4:30)

Titusville Senior Center

Community/Civic Groups

Special Meetings and Events	
Community Development Block Grant Special Meeting	December 03, 2024 5:30 pm City Hall